Contents.

Cases Reported this Week.

VOL. XXXVIII., No. 17.

The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 24, 1894.

CURRENT TOPICS.

COURT OF APPEAL No. 2 has this week been hearing final appeals from the Chancery Division. As the list of these appeals is nearly finished, it appears probable that on Tuesday, if not earlier, the hearing of Queen's Bench final appeals will be resumed in that court.

ON TUESDAY, the 27th inst., Mr. Justice CHITTY will commence his fortnight of continuous hearing of witness actions daily, with the exception of Monday, the 5th of March, and during that period his motions and unopposed petitions will be heard on Thursdays and Saturdays by Mr. Justice NORTH.

ON THURSDAY last, the 22nd inst., Mr. Justice WRIGHT commenced the hearing of two of the chancery actions which were transferred to him last year as an additional judge of the Chancery Division. The hearing of these cases will not finish the list, as there are several others standing over for various reasons and not yet ready to be heard.

AN ORDER transferring sixty actions to Mr. Justice ROMER for the purpose only of trial or hearing is in course of preparation, and will be signed in the early part of next week. Twenty of these actions are taken from the list of Mr. Justice CHITTY, ten from that of Mr. Justice NORTH, twenty from that of Mr. Justice STIRLING, and ten from that of Mr. Justice KEKEWICH.

A MEMORANDUM, which we understand has been prepared with the sanction of the Lords Justices, is posted in the Cause Clerks' Room (No. 136) in the Royal Courts of Justice, and we reprint it elsewhere. It directs attention to the new rule which shortens the times for appealing, and indicates that where the time for appealing from any order affected by the new rules has ceased to run, the rule will not be strictly enforced. It is, however, not stated that any appeal so out of time can be set down without leave of the court.

THE SUITOR in person propensity is apparently increasing. On Tuesday last Court of Appeal No. 1 had no fewer than four of these amateur litigants to deal with. The view they are apt to take of the powers of the court to administer "justice and equity" is illustrated by an application recently made in court to one of the learned judges of the Chancery Division. The suitor applied for an injunction. "Where is your notice of motion?" said the judge. "I have not given one," said the suitor. "Then let me see the writ," said the judge. "Here it is, but it is not yet issued!" Application dismissed as irregular.

WE DISCUSS elsewhere the judgments of the Court of Appeal in *Rouse* v. *The Bradford Banking Co.* on Tuesday last. In view of the remarkable difference of opinion among the judges as to the real effect of the decision in such a leading case as *Oakley* v. *Pasheller*, it would be satisfactory that the case of *Rouse* v. *The Bradford Banking Co.* should be taken to the House of Lords, and we are glad to hear that it is probable this will be done. Such an important point in the law of suretyship ought not to be left in doubt.

THE HOUSE of Commons has disagreed with the bulk of the Lords' amendments to the Local Government Bill. Most of the subjects with which they dealt had been fully discussed before the Bill left the Lower House, and it was, therefore, unlikely

that alterations which had been proposed and rejected in that assembly would be immediately acquiesced in when they returned with the sanction of the Peers. It is not, however, probable that the spirit of no compromise will go so far in the case of this measure as to induce either its authors or its critics to take such a course as would have the result of consigning it to join its sister the Employers' Liability Bill in the limbo of dropped legislation. The points which now seem most likely to stand in the way of an amicable agreement are the clauses affecting parochial charities and the compulsory acquisition of land; but neither obstacle seems to be insuperable. The difficulties (undoubtedly great) which surround any scheme for an equitable, and at the same time convenient, system of rating have prevented such proposals as were made in that direction from being further insisted on in the Commons, and what has been called the chief blot upon the Bill remains untouched—viz., that under its provisions one class will pay the piper and another will call the tune.

THE CASE of *Hanfstaengl* v. *The Empire Palace* (*Limited*), which came before Mr. Justice STIRLING last week, raised an interesting, and to some extent novel, point of copyright law. The plaintiff moved for an interlocutory injunction to restrain the defendants from an alleged infringement of his copyright in five pictures painted by foreign artists, and entitled respectively "First Love," "A Naughty Song," "Loves me, loves me not," "Charity," and "The Three Graces." The defendants had placed living persons to represent the leading figures in these pictures in front of backgrounds painted in alleged imitation of those in the originals. Was this an infringement of the plaintiff's copyright? Obviously the painted backgrounds might be; and that question has therefore been reserved for trial, an injunction being refused on the defendants undertaking to take and keep photographs of the backgrounds for production at the proper time. But was "the live figure" part of the arrangement an infringement? Mr. Justice STIRLING held that it was not. The reproduction was not permanent; there was and could be no multiplication of copies (*cf.* Copyright Act, 1862, s. 6); and the defendants (*cf. Dicks* v. *Brooks*, 1880, 15 Ch. D. 22) "did not copy or imitate anything which constituted the work" of the authors of the pictures. On appeal Mr. Justice STIRLING's decision was affirmed. The Court of Appeal (as reported elsewhere) considered that the Copyright Act aimed at the protection of painters against the reproduction by other persons of their works in the form of pictures, whether by means of some process then known, or of some future new process, but it was never intended, as the court said, to interfere with the business of the actor or the sculptor, who might for the purposes of his own art make use of what the painter had produced in the practice of quite a different art, and by entirely different means, and where the ultimate forms of the two things, though in one way similar, were in another quite distinct.

IT IS A frequent clause in contracts for the performance of extensive works entered into by contractors with a company or public body that any disputes or differences arising out of the contract shall be referred to the engineer, surveyor, or other officer of the latter. In assenting to the clause the contractors understand that they are submitting themselves to an arbitrator who in the nature of things will have a bias against them, and therefore they clearly cannot allege his mere position under the other party as a reason for not proceeding with an arbitration. On entering into the agreement they assume that the officer as arbitrator will be able to separate himself from the engineer or surveyor, and perform his duties as arbitrator in an impartial manner. To induce the court to interfere and restrain the arbitration specific grounds must be shewn for believing that the arbitrator will not in fact be impartial. In *Nuttall* v. *Mayor of Manchester* the court considered the nature of the inquiry to be such that the arbitrator would be judge in his own cause, and would be deciding whether or not he had himself been guilty of professional negligence (see *per* A. L. SMITH, L.J., 1893, 1 Ch., at p. 243), and it interfered to stop the arbitration. On the other hand, in *Jackson* v. *Barry Railway Co.* (1893, 1 Ch. 238), where the engineer had taken a decided view as to the construction of the contract, and had repeated this view after notice that the matter was to be referred to his arbitration, the Court of Appeal dissolved an injunction granted by KEKEWICH, J., on the ground that the engineer had not been shewn to have finally closed his mind against the arguments which would be adduced before him as arbitrator. In the recent case of *Eckersley* v. *Mersey Docks Co.*, before MATHEW and CAVE, JJ., the claim to be referred to arbitration was a claim for damage caused to the plaintiffs by delay and interference with the work on the part of the defendant company and their servants; but, though the engineer would clearly be interested to hold that no such damage had been caused, the court declined to interfere.

UNDER SECTION 25 of the Companies Act, 1867, all shares in a company are issued subject to the payment of the whole nominal amount in cash, unless "the same" is otherwise determined by a contract duly filed. The words "the same," which are very oddly introduced, must refer to terms of payment (*Re Almada and Tirito Co.*, 38 Ch. D., p. 425), and the contract does not save the shareholder from liability if no payment of any kind has been, in fact, made—if the shares are simply issued as a bonus. This was determined by the Court of Appeal in *Re Eddystone Marine Insurance Co.* (41 W. R. 642; 1893, 3 Ch. 9). The shareholder, therefore, is in the same position whether he takes the shares upon terms of payment otherwise than in cash without a registered contract, or whether he takes the shares gratis with such a contract. In either case he is liable to pay. A further case in the same liquidation (*Browning's case*, *ante*, p. 253) deals with the position of a transferee for value from the original shareholder. As to such transferee the general rule of law was clearly laid down by the House of Lords in *Burkinshaw* v. *Nicolls* (26 W. R. 819, 3 App. Cas. 1004). Lord CAIRNS, C., pointed out the extreme inconvenience that would arise in dealing with shares in public companies if, when a share was being dealt with in the market in the ordinary course of business with the representation by the company upon it that the whole amount of the share was paid, the purchaser should nevertheless be obliged to disregard the assertion of the company, and, before he could obtain a title, should have to satisfy himself that the assertion was true, and that the money had been actually paid. As a matter of fact, this would paralyze dealings in shares entirely. Hence the rule was laid down that a purchaser who takes shares purporting to be fully paid up, and who has no notice to the contrary, is protected against any further demands by the company and its liquidator; and, further, that it is for those who allege that he had notice that the share was not actually paid up to prove the allegation. In *Browning's case* the shares in question were described in the certificate as fully paid up, but upon the certificate (which was handed to the purchaser) there was written in red ink the word "bonus." The question before STIRLING, J., was whether this indorsement gave the purchaser notice that the shares were issued without payment or any other consideration, and he held that it did. The word should have put the purchaser on inquiry, and inquiry would have shewn that the shares were still subject to payment.

IN THE CASE of *Re West London and General Permanent Benefit Building Society* (reported elsewhere) WRIGHT, J., had before him a very important point on the liability of the members of an unincorporated building society to contribute in respect of the debts of the society in a winding up. The way in which the question arose will be seen by referring to the report, but the effect of the judgment may be shortly stated. The learned judge drew a distinction between the liability to contribute to debts incurred in the prosecution of the ordinary business of the society and the liability for loans. In the former case he held, in accordance with the principles laid down by Lord BLACKBURN in *Murray* v. *Scott* (9 App. Cas. 519), that the members were liable on the doctrine of principal and agent, and the liability was unlimited, and that in the latter case they were liable only to the extent of the sums payable under the terms of the rules and tables. The members, whether advanced or unadvanced, therefore, are personally liable to the ordinary creditors, but

they are not to be held personally liable in respect of loans. The rules can only go to the extent of binding the assets of the society, because a rule giving power to borrow so as to bind the members personally, and not merely the assets, would be *ultrà vires* as turning the obligations of the members of a building society into something inconsistent with the object of such a society. The general principles are as follow:—Unadvanced or investing members are only liable, as between the different classes of members themselves, to contribute to the assets of the society to the extent (if any) to which the payments due in respect of their shares are in arrear at the commencement of the winding up, though they may in some cases be under special liability to preference shareholders. In the absence of special contract, advanced members are entitled to redeem, and so put an end to their connection with the society, by paying up the balances remaining owing on their securities, and are not bound to remain members for the purpose of bearing a share of any losses that may have been sustained by the society (Wurtzburg on Building Societies, 2nd ed., p. 219.) These principles are said to be subject to this, that, where there are outside creditors whose claims have to be met, both advanced and unadvanced members of unincorporated societies have been held to be contributories with unlimited liability (*Re Doncaster Permanent Building Society*, 15 W. R. 102, L. R. 3 Eq. 158, and *Re Professional, Commercial, and Industrial Benefit Building Society*, 19 W. R. 1153, L. R. 6 Ch. 856). This was the question which WRIGHT, J., had before him, and upon which he drew the before-mentioned distinction. It will be seen, on referring to the cases—*e.g.*, *Brownlie* v. *Russell* (8 App. Cas. 235), *Re Doncaster Permanent Building Society* (*supra*), and *Murray* v. *Scott* (33 W. R. 173, 9 App. Cas., at p. 545)—that some confusion has arisen from treating the liability of members of a building society on the same principles as are applicable to partners. At one time it seems to have been thought that a society must of necessity either be a common law partnership or a joint-stock company; but *Brownlie* v. *Russell* shews that a building society is not a joint-stock company or a common law partnership, but is an association of a special kind formed and regulated under particular Acts of Parliament for special purposes.

THE DECISION of the Court of Appeal (LINDLEY, KAY, and A. L. SMITH, L.JJ.) in *Edwards* v. *Marcus* (*ante*, p. 234) removes the doubt which might arise on a *dictum* of JAMES, L.J., in *Ex parte Collins* (L. R. 10 Ch. 372). In the latter case the Lord Justice was discussing the nature of the "condition" which, if not made part of a bill of sale, renders the registration void under section 10 (3) of the Bills of Sale Act, 1878. "Conditions," he said, "may be either precedent, subsequent, or inherent. A condition is precedent where, unless it is complied with, the estate does not arise; it is subsequent where, if it is broken, the estate is defeated; it is inherent where the estate is qualified, restrained, or charged by it; in every case it denotes something which prejudicially affects the interest of the donee." But in regarding conditions as thus necessarily affecting the estate taken by the grantee under a bill of sale, JAMES, L.J., seems to have omitted to observe that there was an interest left in the grantor, an equity of redemption, which might equally be affected by a condition. In *Edwards* v. *Marcus* the defendants MARCUS and his wife executed a bill of sale of chattels to TOWNEND, to secure the repayment of £300 and simple interest at the rate therein specified. On the same day the wife, by a separate instrument, mortgaged to TOWNEND her share in the estate of a testator, to secure the same sum of £300 with compound interest at the same rate. The bill of sale alone was registered. The plaintiff was a judgment creditor of Mr. and Mrs. MARCUS, and the chattels had been seized to satisfy his judgment. Upon TOWNEND putting in his claim a special case was stated by a referee, and it was found that the bill of sale and the mortgage were given to secure the same debt, and that they were both given as part of the same transaction. Upon this the Divisional Court, and also the Court of Appeal, held that the grantors of the bill of sale could not redeem except on payment of the compound interest secured by the mortgage, and there was therefore a "condition" within the meaning of the section which should have been included in the bill of sale. In view of a case like this it is at once apparent that the remarks of JAMES, L.J., in *Ex parte Collins* placed too narrow a construction upon the section. There is nothing in it to restrict the condition to which it refers to a condition prejudicially affecting only the grantee.

THE RETIRED PARTNER.

ON Tuesday last judgments of considerable importance were delivered by the Court of Appeal in the case of *Rouse* v. *Bradford Banking Co.* (reported elsewhere), in which some difficult questions arising out of the law of principal and surety were carefully considered.

The question of greatest importance which was dealt with was whether, where there are two persons who at the date of incurring the debt are both liable as principal debtors, but who afterwards, as between themselves, convert such liability into that of principal and surety, and the creditor has notice of this change, the creditor is so affected that he cannot give time to the principal without discharging the surety, unless he expressly reserves his remedies against the surety. This question of law will be found so exhaustively treated in the judgments of the learned Lords Justices that it is only of immediate practical importance to note that the point is one which has exercised the intellects of numerous learned judges, including certain distinguished members of the House of Lords, for many years, the conflict chiefly raging around the decision of *Oakley* v. *Pasheller* (10 Bli. N. S. 548) and what precise point in that case the House of Lords really did decide. This case was decided in the year 1836, and since that time has been commented on in numerous decisions, and disposed of, as was thought finally, by the decision of COCKBURN, C.J., and BLACKBURN, J., in *Swire* v. *Redman* (1 Q. B. D. 536).

The whole question has now, by the case just decided, been reopened by the Court of Appeal, who (A. L. SMITH, L.J., dissenting on this point) have held that the judges in *Swire* v. *Redman* put a wrong construction on the effect of the decision of the House of Lords in *Oakley* v. *Pasheller*, and that it is the law that a creditor is affected by notice that one of his principal debtors has, as between himself and his co-debtor, converted himself into a surety, and is bound to recognize that altered position, and if he grants any indulgence to the co-debtor which would discharge a surety, the other debtor is thereby discharged.

The actual decision in *Rouse* v. *Bradford Banking Co.* was a curious one, so far as it turned upon this point, and in order to appreciate it we must shortly state a few of the main facts. The plaintiff was a retired partner, and on his retirement was party to a deed of dissolution in the ordinary form, whereby the plaintiff was converted into a surety. At the date of such dissolution the firm owed the defendant bank a large sum, and at the date of the present action a portion of this debt was still due. A few years after the dissolution, the bank, who meanwhile had full knowledge of the position of the plaintiff, gave time to the continuing partners, but without reserving remedies against the plaintiff as surety. The question was whether the plaintiff was discharged. KEKEWICH, J., had held in the affirmative. The appeal was allowed by LINDLEY and A. L. SMITH, L.JJ. (KAY, L.J., dissenting), on the following grounds. LINDLEY, L.J., held (*a*) that the plaintiff had by a clause in the deed of dissolution impliedly authorized the creditor to give his late co-partners time to pay the old debt; (*b*) that the other question was immaterial—but that the view taken in *Swire* v. *Redman* of the decision in *Oakley* v. *Pasheller* was contrary to authority. KAY, L.J., held (*a*) that the clause in the deed was common form and was not intended to give the creditor authority to allow time; (*b*) that on the second point he agreed with LINDLEY, L.J. A. L. SMITH, L.J., held (*a*) that he agreed with LINDLEY, L.J., as to the effect of the clause, but (*b*) disagreed with the rest of the court as to *Swire* v. *Redman*, which he thought was good law. The net result of these diverse opinions was, that the decision of KEKEWICH, J., was reversed, but, subject to further elucidation in a higher court or by subsequent cases, it cannot be considered as settled whether a creditor of a dissolved firm is bound to recognize the position of a retired partner as

surety when he is dealing with the continuing partners in respect of debts of the old firm.

As to *Swire* v. *Redman*, it is not clear whether the effect of this variegated decision of the Court of Appeal is sufficient to overrule its authority, especially as the *ratio decidendi* of the majority of the court turned upon the construction of the deed of dissolution. For this reason, if for no other, it is to be hoped that, in the interests of the mercantile community in general, now that the question has been reopened and the authority of *Swire* v. *Redman* shaken, the case may be finally settled by the House of Lords.

Whatever may be the legal effect of the balance of judicial authority for or against the view of the law taken by the majority of the Court of Appeal on this point, the question remains whether it is not open to criticism on other grounds, and whether the decision of *Swire* v. *Redman* was not in accordance with the principles of justice and common sense. The view of the Court of Appeal does seem to inflict a hardship on the creditor, and to be opposed to the general principle that a transaction between two parties ought not to operate to the disadvantage of a third. It is true that a creditor, after notice of the altered position, may reserve his remedies against this principal-surety-debtor, but is not this to impose on him an additional burden and to add a term to his original contract? Under his original contract the partners were principal debtors, and it is settled law that, before notice of any change, he was at liberty to give time to one partner without prejudicing his right of recourse against the other. Is the effect of mere notice, then, sufficient to deprive him of this contractual right, and to impose on him the obligation of expressly reserving his remedy against the retired partner with the alternative of inadvertently discharging him from all liability?

Meanwhile the practical effect of the case will be that banks and other creditors will have to be careful, whenever, after a change in a firm, they grant indulgence to continuing partners in respect of old partnership debts, to expressly reserve all remedies against the retired partner.

THE CONSTRUCTION OF EQUITABLE LIMITATIONS.

In the case of *Re Whiston's Estate* (*ante*, p. 253) Chitty, J., has acted upon the rule enunciated in Elphinstone, Norton, and Clarke on the Interpretation of Deeds (p. 276, r. 104), that "an equitable limitation by way of trust executed has the same construction as a legal limitation." Hence where there was a voluntary settlement of an equity of redemption on trust for the settlor's wife for life, with remainder to the settlor for life, and after his death in trust for children who, being sons, should attain twenty-one, or, being daughters, should attain that age or marry, it was held that though the estates were equitable, words of inheritance were necessary to give the fee, and, in the absence of such words, the children took only estates for life.

That the court was bound upon the authorities to adopt this construction there is no doubt, but it has been supposed that some writers of eminence have countenanced the view that equity did not necessarily in this respect follow the law (see *Meyler* v. *Meyler*, 11 L. R. Ir. 530, and authorities cited in argument); on the contrary, that in considering the extent of the equitable interest taken under a deed regard might be paid to the intention of the author of the deed as appearing upon the whole deed.

In one respect, undoubtedly, equity does depart from the rules of law. At law the use of the word "heirs" was, prior to the Conveyancing Act, 1881, absolutely necessary for the creation of an estate in fee, and the use of the same word, properly qualified, for the creation of an estate tail (Co. Litt. 8b; Challis' Real Prop., 2nd ed., pp. 194, 264). And not only was the omission of the word fatal, but equally so the use of the singular number instead of the plural. "If," says Lord Coke, with a strictness which is no longer enforced (see *Marshall* v. *Peascod*, 2 J. & H., p. 75), "a man give land to a man and to his heir in the singular number, he hath but an estate for life, for his heir cannot take a fee simple by descent, because he is but one, and therefore in that case his heir shall take nothing." But in equitable limitations the use of technical words is not essential, and any words which, according to their popular meaning, have the same effect are sufficient (Shep. Touch. by Preston, p. 106; Lewin on Trusts, 9th ed., p. 113; Williams on Settlements, p. 60).

But this is as far as the relaxation in favour of equitable limitations extends, and in the absence of any words which can be construed as words limiting an estate in fee or in tail, the court is bound to restrict the interest of the grantee under the deed to an estate for life, and cannot refer generally to the intention of the settlor as appearing upon the whole instrument for the purpose of discovering whether the entire beneficial interest was meant to pass. On this the cases appear to be uniform. It is assumed that the limitations are created by executed trust, and do not arise upon a trust executory merely, or upon a contract not carried into effect by actual conveyance, and the rule was different as to devises in trust even before the Wills Act (Hawkins on Wills, p. 137).

In *Holliday* v. *Overton* (15 Beav. 480) by a settlement, made on the marriage of a widow who had children, real estate was conveyed by her to a trustee and his heirs upon trust for her separate use for life, with remainder in trust for her children equally as tenants in common, and there were no words of inheritance. Sir John Romilly, M.R., observed that the rules applicable to the construction of wills, or of executory instruments, were not applicable to the case before him, which was the simple case of a deed executed, and that he was bound by the strict rules applicable to a case of that description. Consequently, he held that the children took life estates only under the limitation. He acted upon the same principle in *Lucas* v. *Brandreth* (28 Beav. 274), where in a marriage settlement there was an ultimate trust in favour of the wife's next of kin without words of inheritance. Referring to his previous decision in *Holliday* v. *Overton*, he said: "In that case, as in this, the court felt every disposition to overcome the absence of words of limitation, a disposition caused by a belief that in this, as in that case, the omission of words of inheritance had been accidental. But it would be making a new settlement, and in substance to alter and reform its provisions, if this court were to read this clause as if the word 'heirs' or other words of limitation were inserted at the close of the sentence." The next of kin accordingly took life estates. And these decisions were followed in *Tatham* v. *Vernon* (29 Beav. 604), where Sir John Romilly further held that a mere direction to the trustees to divide the residue of real estate among the ultimate grantees did not make the trust executory so as to enable the court to supply words of limitation and to define the estates which they were to take. *Marshall* v. *Peascod* (2 J. & H. 73) is another decision on the point, and Wood, V.C., treated it as a matter of course that only life estates were taken.

In *Middleton* v. *Barker* (W. N., 1873, p. 231, 29 L. T. 643) freeholds were conveyed by a voluntary settlement to trustees and their heirs upon trust for the settlor for life, and after his death for his reputed son William Middleton when and in case he attained twenty-one: and in case William Middleton should die under twenty-one, or, having attained that age, should die in the lifetime of the settlor without leaving lawful issue living at his decease, then over. William Middleton attained twenty-one, survived the settlor, and died leaving issue. The devisees under his will contended that the intention of the settlor must be followed, and that the form of the trusts over was inconsistent with an intention to give a life estate. But Bacon, V.C., considered that he was bound by the absence of words of inheritance, and he held that the heir of the settlor was entitled. In the Irish case of *Meyler* v. *Meyler* (11 L. R. Ir. 522), which appears to be the latest authority on the subject, all the cases were considered, and a like conclusion was arrived at.

In the above cases it is quite possible that the intention of the creator of the trust would have been better carried out had the whole beneficial interest been given to the grantee, although no words of limitation were inserted; but any argument on this ground applies equally to limitations of the legal estate. If the rule of construction requires to be changed it should be changed altogether; whatever the rule is, it seems clear that it must apply to legal and equitable limitations alike. This is a case in which for the certainty of titles it is eminently necessary that equity should follow the law.

REVIEWS.

STATUTES OF LIMITATIONS.

A PRACTICAL TREATISE ON THE STATUTES OF LIMITATIONS IN ENGLAND AND IRELAND. By (the late) J. G. N. DARBY and F. A. BOSANQUET. SECOND EDITION, REVISED AND ENLARGED, by F. A. BOSANQUET, Q.C., and J. R. V. MARCHANT, Barrister-at-Law. William Clowes & Sons (Limited).

A new edition of Darby and Bosanquet has been for a long time wanted. The first edition appeared in 1867 and speedily became a recognized authority upon a subject of considerable intricacy. Since that time the Real Property Limitation Act, 1874, has introduced extensive changes in the law limiting the time for bringing actions concerned with land, and a great number of cases, many of them of great importance, have been decided.

The initial difficulty is to know how to arrange the subject. Doubtless the editors have done well to adhere to the treatment in succession of limitations under the Statute of James of actions on simple contracts and torts, limitations under 3 & 4 Will. 4, c. 42 of actions on specialties and indentures of lease, limitations of actions for the recovery of money charged on land, and limitations of actions for the recovery of land; but the arrangement leads to a good deal of repetition and cross reference. There are principles and decisions affecting, for instance, acknowledgment and part payment which belong to more than one division of the subject, and the decision in *Sutton* v. *Sutton* (31 W. R. 369, 22 Ch. D. 511) has destroyed the distinction between real and personal remedies for sums of money charged on land. But the arrangement which has been adopted and the treatment accorded to the subject, give a clear view of the whole, and great care has evidently been bestowed upon the edition.

The editors are still argumentative upon points which are open to argument, as to the effect, for instance, of adverse possession in destroying the interest of *cestuis que trust* as well as the estate of the trustees (p. 421). In other cases, where the law is at length settled, they content themselves with a reference to the authorities, as in regard to the application of section 8 of the Act of 1874, to judgments generally, and not only to judgments charged on land (p. 169).

We notice that *Hollingshead* v. *Webster* (36 W. R. 660, 37 Ch. D. 651), in which Chitty, J., decided that payment of interest on a simple contract debt by tenant for life implied a promise to pay on the part of the remainderman, is accepted without comment (p. 130). To us it seems fairly open to criticism, but the whole subject of the effect of payment by one person as against another must remain doubtful until the Court of Appeal has decided between the reasoning in *Roddam* v. *Morley* (1 De G. & J. 1) and that in *Coope* v. *Cresswell* (L. R. 2 Ch. 123), and until the House of Lords has settled whether *Newbould* v. *Smith* (34 W. R. 690, 29 Ch. D. 882) is inconsistent with *Chinnery* v. *Evans* (13 W. R. 20, 11 H. L. 115). One of the puzzles in the subject (see p. 230) is how Lord Westbury found it possible to assert that his judgment in *Chinnery* v. *Evans* was in harmony with his previous decision in *Bolding* v. *Lane* (1 De G. & S. 122).

We should have liked to give examples of the useful and accurate manner in which the cases are stated in the present edition. It must be sufficient to refer to two instances, the enumeration (pp. 69-91) of the expressions which have been deemed to be sufficient and insufficient acknowledgments respectively under the Statute of James, and the instances (pp. 290-298) where it has been held that there has been discontinuance of possession of land. The present edition will preserve the reputation which the work has acquired.

COUNTY COURT PRACTICE.

THE ANNUAL COUNTY COURTS PRACTICE, 1894, FOUNDED ON POLLOCK AND NICOL'S AND HEYWOOD'S PRACTICES OF THE COUNTY COURTS. TWO VOLUMES. By His Honour JUDGE HEYWOOD. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The present edition of this standard work does not demand a lengthy notice in these columns, as on more than one occasion we have previously testified to the indisputable merits of Judge Heywood's Treatise. Moreover, the past year has been, so far as the county courts are concerned, a singularly uneventful one. For, while, during that period, a certain number of cases affecting them have been decided, no new rules of practice have been issued, and only two statutes have been passed calling for *special* notice in the volumes before us, namely, "The Trustee Act, 1893" (56 & 57 Vict. c. 53), and "The Industrial and Provident Societies Act, 1893" (56 & 57 Vict. c. 39).

With regard to the former of these two statutes, in Volume I. (which, it will be remembered, mainly concerns the *ordinary* jurisdiction and practice of the county courts) the author briefly considers a question which must, sooner or later, be judicially decided, namely, whether, having regard to the terms of the Trustee Act, 1893, the county courts still retain the jurisdiction hitherto exercised by them under the now repealed provisions of the Trustee and Trustee Relief Acts. The other statute above mentioned, namely, "The Industrial and Provident Societies Act, 1893" (56 & 57 Vict. c. 93), is duly noticed in Volume II., which, it may be as well to mention, relates exclusively to the jurisdiction and practice of the county courts under special statutes.

All the cases decided in 1893 which directly concern the county courts appear to be comprised in the present edition except *The Crescent* (41 W. R. 533), which ought, we think, to be cited at p. 88 of Volume II. as an authority for the proposition that, on the hearing of a county court appeal in admiralty, the High Court has power, when no note of what occurred in the county court has been taken, to order that the witnesses of both parties called and examined in the court below should be produced and examined on the hearing of the appeal. The previous case of *The Busy Bee* (L. R. 3 A. & E. 527), which *is* cited by the author, certainly does not cover the same ground as *The Crescent* (*supra*), though the two decisions are somewhat analogous. In the expectation that the Employers' Liability Bill would become law before the end of 1893, there has been unusual delay in publishing the present edition of the annual County Court Practice.

BOOKS RECEIVED.

The Complete Annual Digest of Every Reported Case for the Year 1893. Being a Digest of Cases Decided by the House of Lords and Privy Council, the Court of Appeal, the High Court of Justice, the Court of Bankruptcy, the Court for Crown Cases Reserved, the Railway Commissioners, the Election Petition Judges, &c. Together with a Copious Selection from the Irish and Scotch Reports and References to the American Reports. Edited by His Honour Judge EMDEN. Compiled by HERBERT THOMPSON, M.A., LL.M., Barrister-at-Law; assisted by W. A. BRIGG, M.A., LL.M., Barrister-at-Law. William Clowes & Sons (Limited).

Betterment, Worsement, and Recoupment. With a Note on Betterment in America. By ARTHUR A. BAUMANN, B.A., Barrister-at-Law. Edward Stanford.

The Law and Practice in Bankruptcy. Comprising the Bankruptcy Acts, 1883 to 1890; the Bankruptcy Rules and Forms, 1886, 1890; the Debtors Acts, 1869, 1878; the Bankruptcy (Discharge and Closure) Act, 1887; the Deeds of Arrangement Act, 1887; and the Rules and Forms Thereunder. By the Hon. Sir ROLAND L. VAUGHAN WILLIAMS, Knt. Sixth Edition. By EDWARD WILLIAM HANSELL, M.A., Barrister-at-Law. Stevens & Sons (Limited).

CORRESPONDENCE.

ACTION REMITTED TO COUNTY COURT—COSTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the letter from "R." in your last week's issue, if the order under order 14 was made within three weeks of service of writ, the case is within section 116 of the County Courts Act, 1888, and the plaintiff is entitled to costs on the High Court scale.

Feb. 19. G. F. C.

NEW ORDERS, &c.

TIME FOR APPEALING UNDER NEW RULES.

NOTICE TO SOLICITORS.

The attention of solicitors is called to the alteration made by the new Rule of Court in the time allowed for appeals. No judicial decision has yet been given on the question whether the new Rule affects appeals from judgments or orders from which an appeal could have been brought before the 1st of January, 1894, and it is not considered probable that it will be so construed as altogether to take away the right of appeal in such cases where the fourteen days or the three months have expired before that date. But it may possibly be held that, at all events, the new limit of time will begin to run from the date of the Rule coming into operation, in which case any appeal from the final judgment perfected before the 1st of January would have to be brought before the 1st of April, even though the twelve months allowed under the old Rules may not then have expired.

On Tuesday the Royal Assent was given to the Sale of Goods Bill and the Colonial Acts (Confirmation) Bill.

It is stated that Mr. G. M. Hantler, the Superintendent of the Royal Courts of Justice, has resigned that post after fifteen years' service, and that Mr. Leonard Sartoris has been appointed by the Lord Chancellor to fill the vacancy thus created.

CASES OF THE WEEK.

Court of Appeal.

HODGES *v.* **JUSTIN**—No. 1, 20th February.

PRACTICE—DEFAULT OF APPEARANCE—SETTLEMENT OF DISPUTE BY PAYMENT—IGNORANCE OF PARTIES AS TO ISSUE OF WRIT—JUDGMENT FOR COSTS—FORM OF JUDGMENT—R. S. C., XIII., 3.

The plaintiff, having a claim against the defendant for £25, instructed his solicitor to write to the defendant demanding payment, and, in the event of payment not being made, to issue a writ of summons. On the 31st of August, 1893, the solicitor wrote a letter of demand, to which the defendant replied expressing his intention of setting up a counter claim. On the 4th of September, at about 1 p.m., the plaintiff's solicitor issued the writ. At 4 p.m. on the same day the defendant met the plaintiff, when it appeared that the plaintiff had a further claim against the defendant for £2 17s. After the matter had been discussed between them, the defendant settled the dispute by paying the plaintiff £25 10s. Neither the plaintiff nor the defendant then knew that the writ had been issued. The defendant was served with the writ a few days afterwards, when he said that the matter had been settled and that he should take no notice of the writ. The plaintiff's solicitor signed judgment in default of appearance for £25 and costs. Execution was thereupon levied on the defendant's goods, but was withdrawn on payment by the defendant of the sum of £8, which comprised the costs of the action and the costs of the execution. The defendant then applied at chambers to have the judgment set aside, as having been improperly obtained. The master made an order setting aside the judgment. This order was affirmed by Kennedy, J., but the Divisional Court (Mathew and Collins, JJ.) directed that the judgment should be allowed to stand. The defendant appealed to the Court of Appeal. It was argued on his behalf that, according to ord. 13, rule 3, judgment ought only to have been signed for costs; and reference was made to *Hodges* v. *Callaghan* (2 C. B. N. S. 306), and *Anlaby* v. *Pretorius* (20 Q. B. D. 764).

THE COURT (Lord ESHER, M.R., and LOPES and DAVEY, L.JJ.), held that the defendant was entitled *ex debito justitiæ* to have the judgment set aside, but that the plaintiff was entitled to have that judgment entered which ought to have been entered originally, viz., judgment for the costs of issuing and serving the writ and any other costs which might have been properly incurred before the obtaining of the irregular judgment. The plaintiff must pay the costs of all the previous proceedings in the court below and of this appeal, the defendant undertaking not to bring any action in respect of the execution under the irregular judgment.—COUNSEL, *Colam; Channell*, Q.C., and *Gregson Ellis*. SOLICITORS, *Stanley Evans & Co; G. Castle*.

[Reported by F. G. RUCKER, Barrister-at-Law.]

HANFSTAENGL *v.* **EMPIRE PALACE (LIM.)**—No. 2, 21st February.

COPYRIGHT—PAINTING—LIVING PICTURES—25 & 26 VICT. c. 68, ss. 1, 6, 10, 11.

This was an appeal from a decision of Stirling, J. The question was whether *tableaux vivants* were "copies" or "reproductions" of pictures within the meaning of section 1 of the Act 25 & 26 Vict. c. 68. The plaintiff, who was the proprietor of the copyright of certain pictures, by the statement of claim in his writ, issued on the 12th of February, 1894, claimed to restrain the defendants, their servants, agents, artists, and workmen, from exhibiting or representing as part of their series "Living Pictures" any copies or imitations of such works. There was evidence that the programme relating to the exhibition of the "living pictures" contained reference to the particular works of which the plaintiff's copyright was alleged to be infringed, and that the representations were exact reproductions as *tableaux vivants* of them, the details being copied in the most complete manner by the backgrounds and accessories being painted on canvas, and the figures in the foreground being represented by living persons who were posed, made up, and attired so as to represent, as nearly as possible, the figures in the pictures in their original attitudes and draperies; the effect was further enhanced by the various tableaux being represented inside a large gold frame set up in the centre of the stage, the rest of the stage and the auditorium being left in entire darkness, and a strong limelight being thrown on the pictures as they were successively represented. It was not denied in substance that the basis of the representations was, in point of fact, the pictures; but it was deposed that the representations were derived, not from the pictures themselves, but from photographs of the pictures, that a separate and distinct proscenium was erected on the stage with painted canvas background, wings, and curtains, and various properties such as flower stands were used, and, in effect, that details of the tableaux, such as arrangements of colour and light and shade, were the defendants' own arrangement, and were not derived from the pictures. Stirling, J., upon motion for an *interim* injunction, made an order on the 16th of February refusing the plaintiff's application, the defendants undertaking, until the trial or further order, to keep the backgrounds, or take and keep photographs of them, and to keep an account of all moneys received for admission to entertainments at which such backgrounds were exhibited. The plaintiffs appealed.

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.JJ.), without calling upon counsel for the respondents to argue, dismissed the appeal.

LINDLEY, L.J., said the question was a very important one, and new; but his lordship could not help thinking the court was being asked to put a construction on the Act of 1862 which was never dreamed of when it was passed. That was the natural conclusion to come to from a consideration of what the Act meant. The plaintiff's claim was based upon the Act, standing in the same position for the present purpose as if, though not in fact being so, he were himself the author of the original works in which the copyright was alleged to be infringed. It was unnecessary to elaborate in detail how the effect of legislation had been to put him in that position, but that was the effect. The Act of 1862 was one of a series of statutes dealing with questions of copyright. That particular Act was passed for the purpose of placing painters and persons of that sort in the same position as engravers had already been placed, and who were protected by a previous Act. The object of the Act of 1862 was to similarly protect painters and that class; it was not intended that it should limit the scope of actors' or sculptors' businesses, which would be the effect of acceding to the plaintiff's claim: it was intended to protect painters and such persons from having other persons reproducing their works in a form similar to that in which the originals had been produced. Section 1 of the Act said that "the author . . . of every original painting . . . should have the sole and exclusive right of copying, engraving, reproducing, and multiplying such painting . . . and the design thereof . . . by any means." The court was asked to say that the consequence of the presence of the words "by any means" was that the copyright of a painting would be infringed by its being "reproduced" by the means of an exhibition of a "living picture," which was produced by an entirely different means from that by which the painting was produced. The object of the Act was to protect a person who originally produced a picture against another person producing a picture founded upon his and copied from it. The language of the Act could not be strained so far as the plaintiff wanted, and to include a case like the present. Sections 6 and 10 threw some light on the question, though they were not themselves applicable, but his lordship did not rely so much upon them as upon the general intention of the Act. What the Act was intended to touch was the case of a reproduction which would compete in the market with the original work, but not such a case as the present. The appeal must therefore fail.

KAY, L.J., was of the same opinion. The question was whether such a picture as these "living pictures" was a "copying or reproducing" within the meaning of the Act. To reproduce a painting you must, in his lordship's view, have something produced which would be itself a picture. Supposing (as A. L. Smith, L.J., had suggested in argument) the original author of the pictures the copyright in which was alleged to be infringed had himself produced these tableaux, would he have had a copyright in the tableaux themselves? No. Tableaux such as these did not come within the Act at all; if they did, a person arranging tableaux in his own drawing-room would be guilty of infringement, for the question of whether what was done was for profit or not for profit did not enter into the Act at all. The appeal must fail.

SMITH, L.J., also concurred. It was entirely a question of construction of the Act. In such cases it was important always to look at the whole Act. It was patent that sections 6 and 11 could not include such a case as the present, for section 6 provided for forfeiture of the reproduction complained of, which would be here impossible, and under section 11 the things were to be given up, which was equally out of the question. So it came to an examination of section 1. How could a painting be "copied" or "engraved" or "reproduced" or "multiplied"? Of course it must be by something itself in the nature of a picture. It was clear to his lordship, in spite of the words "reproduced by any means," that the section was never meant to include a case like the present, when, in the language of Jessel, M.R., you put a fair and honest meaning upon it.—COUNSEL, *Graham Hastings*, Q.C., *Sir R. E. Webster*, Q.C., and *T. E. Scrutton; Buckley*, Q.C., and *Roger Wallace*. SOLICITORS, *Herbert Bentwitch; Ashurst Morris, Crisp, & Co.*

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

ROUSE *v.* **BRADFORD BANKING CO.**—No. 2, 20th February.

PARTNERSHIP—DISSOLUTION—RETIREMENT OF ONE PARTNER—BUSINESS CARRIED ON IN FIRM NAME BY OTHER PARTNERS—ASSIGNMENT BY OUTGOING PARTNER OF HIS SHARE IN PARTNERSHIP ASSETS TO CONTINUING PARTNERS—COVENANT BY CONTINUING PARTNERS TO PAY PARTNERSHIP DEBTS WITH ALL CONVENIENT SPEED, AND TO INDEMNIFY RETIRING PARTNER THEREFROM—PROVISO THAT RETIRING PARTNER SHOULD NOT REQUIRE PAYMENT OF SAID DEBTS SO LONG AS HE SHOULD BE SO INDEMNIFIED—CREATION OF RELATIONSHIP OF PRINCIPAL AND SURETY BETWEEN RETIRING AND CONTINUING PARTNERS—TIME GIVEN BY CREDITOR OF OLD FIRM TO CONTINUING PARTNERS—RETIRING PARTNER NOT THEREBY RELEASED—IMPLIED AUTHORITY BY RETIRING PARTNER TO CONTINUING PARTNERS TO TAKE TIME—NOVATION—PROOF OF CONDUCT ON PART OF CREDITOR INCONSISTENT WITH THE CONTINUANCE OF LIABILITY BY RETIRING PARTNER NECESSARY FOR NOVATION.

Appeal by the defendant company from the decision of Kekewich, J. Prior to December 31, 1884, the plaintiff, William Rouse, and two other persons carried on business in partnership under the name of William Rouse & Co. The partnership expired by effluxion of time on December 31, 1884, and on April 17, 1885, a deed of dissolution was executed between the plaintiff and his late co-partners, by which it was agreed that the plaintiff should retire from the business, which was to be continued by the other two former partners under the old name, and the plaintiff thereby assigned to the continuing partners all his share in the partnership assets, and they covenanted with the plaintiff to pay with all convenient speed, and to indemnify the plaintiff against, the partnership debts and liabilities, this covenant being qualified by a proviso that the plaintiff should not be entitled to require payment of any of the partnership debts so long as he should be indemnified according to the covenant. At the date of this deed the plaintiff and his two former co-partners were jointly and severally indebted to the defendant bank in a sum of £55,000, subsequently reduced to £34,269. The defendant bank was not a party to the

deed of dissolution, but both in the court below and on this appeal it was taken as if it were proved that the defendant bank knew the substance and effect of the deed of dissolution. The defendant bank opened a new account with the new firm, but the old debt of £55,000 was not brought forward into this new account, but was always kept separate. The defendant bank charged the new firm compound interest on the old debt and commission, but, on the other hand, allowed the new firm interest on its new account, which was always in credit. The balance, however, of interest and commission thus arrived at was from time to time added to the old debt. On the 16th of February, 1889, the defendant bank agreed with the new firm (which then and always consisted only of the plaintiff's two former co-partners) to allow them an overdraft of £53,000, which included so much of the old debt as was then existing, and to give time for the payment of such overdraft until the 14th of March, 1889; the new firm undertaking to wind up the manufacturing department of their business. The plaintiff was not consulted as to this agreement of the 16th of February, and the defendant bank did not therein reserve its rights against the plaintiff. The new firm went into liquidation on the 16th of September, 1892, and the defendant bank proved against the estate of the new firm, and received a dividend of 10s. in the pound, but a sum of £34,269 still remained due to the defendant bank in respect of the old debt. The plaintiff, at the time when he became indebted to the defendant bank in the sum of £55,000 (subsequently reduced to £34,269), held fifty-five shares in the defendant bank, and at the date of the deed of dissolution the defendant bank had unquestionably a lien on these shares for the amount of such debt. The question was whether, having regard to the nature and effect of the deed of dissolution and to the circumstances occurring subsequently, that lien still existed. The plaintiff by his action claimed a declaration that he was entitled to the shares free from any lien by the defendant bank, and an injunction to restrain the defendant bank dealing with the shares. It was contended on behalf of the plaintiff that he was no longer liable to the defendant bank for the unpaid balance of the old debt, on two grounds—first, that there had been a novation of the debt, and that the defendant bank had agreed to look to the new firm alone for payment of the debt and to discharge him; and, secondly, that by reason of the effect of the deed of dissolution the plaintiff was constituted a surety only of the new firm for the debt to the defendant bank, that the defendant bank knew this, and by giving further time to the new firm in February, 1889, without the plaintiff's consent, and without reserving the rights of the defendant bank against the plaintiff, had thereby discharged the plaintiff from liability as surety for the debt. Kekewich, J., decided against the plaintiff on the point as to novation, but in his favour on the second point, on the ground that the case of *Oakley* v. *Pasheller* (4 Cl. & Fin. 207, 10 Bligh N. S. 548) was conclusive on that point. The defendant bank appealed. On the point as to novation the Court of Appeal unanimously took the same view as Kekewich, J., but on the second point

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.JJ.) allowed the appeal, KAY, L.J., dissenting.

LINDLEY, L.J.—First, as to novation. The question whether a creditor of two or more persons has released one of them and converted the others into his sole debtors by what is called novation is a question of intention; and an intention to look to them for payment, especially when requested to do so by their co-debtor, is quite consistent with an intention to look to them as a mere matter of convenience without releasing him. To succeed on this ground, what the plaintiff has to prove is conduct inconsistent with a continuance of his liability, from which conduct an agreement to release him may be inferred. The last case on this point is *Re Head* (42 W. R. 55; 1893, 3 Ch. 426), but it is unnecessary to cite authorities upon it. The bank had a lien on the plaintiff's shares, and those shares were valuable. It does not, therefore, seem at all probable that the bank should intentionally give up this security, which would be the result of discharging the plaintiff, unless care was taken to prevent such a result. Dealing with the new firm, and treating them as debtors, and proving against their estate, is quite consistent with not releasing the plaintiff. All the partners in the new firm were liable to the bank for the old debt, and in proving against their estate the bank was only doing its best to reduce the plaintiff's liability. Such proof does not, as a matter of law, discharge (see *Sleech's case*, 1 Mer. 539, and *Harris* v. *Farwell*, 15 Beav. 31, where a new partner had come in). No doubt there are cases in which a creditor of a firm, one member of which has retired, has, by dealing with the continuing partners and by proving on their bankruptcy against them, shewn an intention to look to them alone, and has furnished evidence of an agreement to do so. *Hart* v. *Alexander* (2 M. & W. 484) and *Bilborough* v. *Holmes* (25 W. R. 297, 5 Ch. D. 255) were cases of this sort. But in both of these cases new partners had come in, and in the last of them the proof was for money lent by the creditors to the new firm. Considering that in the present case the old debt was always kept separate and distinct, that no new partner became liable for it, that no new security was ever obtained for it, and that there is really nothing like proof of any intention to release the plaintiff, as distinguished from an intention to obtain payment, if possible, from his co-debtors, I am of opinion that the plaintiff fails to establish that he has been discharged by any agreement, express or implied, by the bank to look to the new firm, and to the new firm only, for the payment of the old debt. I pass now to consider the more difficult question whether the bank discharged the plaintiff by what took place in February, 1889. It must be taken that the bank knew of the nature of the arrangement come to between the plaintiff and his co-partners when he retired. Further, there can be no doubt, from the terms of the resolution of the 16th of February, 1889, and the letter of the 18th of February, 1889, that the bank agreed to give the new firm time to pay the old debt until the 14th of March, and that there was a sufficient consideration for this agreement to render it binding on the bank. Lastly, it is clear that the plaintiff was not consulted in this matter, and that the bank did not reserve its rights against him. But it is urged by the bank that the terms of dissolution were such as to authorize the new partners to obtain time, if necessary, to pay the old debt, and that, therefore, even if the plaintiff was in the position of a surety, he was not discharged by what was done. It was further contended that the plaintiff's position always was that of a principal debtor primarily liable, and not that of a surety, and that he was not, therefore, discharged by the agreement to give time. One of the main objects, if not the primary object, of the deed of dissolution was to enable the continuing partners to carry on the business of the old firm, and so to pay off the plaintiff; and, the better to enable them to do so, the plaintiff expressly agreed not only to give them five years at least to pay him his capital, but also not to require them to discharge the liabilities of the old firm so long as he was not himself called upon to pay them. The proviso following the covenants to pay, and indemnify the plaintiff against, the partnership debts clearly, in my opinion, amounts to an agreement by the plaintiff to the effect I have stated. Any other construction of the proviso would, I think, defeat the object which the parties had when they inserted the proviso in this deed. The object and provisions of this deed lead me to infer that the plaintiff impliedly authorized his co-partners to make any arrangements with the creditors of the old firm which might be necessary to gain time for payment of its debts, provided, of course, that the pecuniary liability of the plaintiff was not increased. The principal debt of the old firm was the debt due to the bank, and it was obvious to the plaintiff, as well as to his co-partners, that, if the bank pressed for payment and could not be induced to give time, one of the main objects of the plaintiff himself would be defeated. When, therefore, the continuing partners did induce the bank to agree to give them time for payment, they were only doing that which the plaintiff had impliedly authorized, and when the bank agreed to give them time the bank did nothing which was in any way inconsistent with the plaintiff's rights under the deed, which, it is contended, put him in the position of a surety. The bank's conduct did not, therefore, discharge him. This view of the case was not presented to Kekewich, J., and is not alluded to in his judgment. In my opinion, however, the above view of the dissolution deed is correct, and, if correct, it is conclusive against the plaintiff. Indeed, I am of opinion that the mere agreement by the plaintiff not to require payment of the partnership debts and liabilities by his co-partners would of itself prevent his discharge by a creditor who agreed to give them time. I cannot myself see how, in the face of such an agreement, giving time could discharge him. The express agreement necessarily involves an agreement not to call upon the principal creditor to require payment of his debt, but the ground on which a surety is discharged by an agreement to give time is that he is deprived of this right without his consent. See *per* Lord Hatherley in *Oriental Financial Corporation* v. *Overend, Gurney, & Co.* (L. R. 7 Ch. App. 150, 151). If he has himself agreed not to exercise this right this reasoning is inapplicable. It is urged that the surety might himself pay off the principal debt and then sue the debtor, and reliance was placed on the Mercantile Law Amendment Act, 19 & 20 Vict. c. 97, s. 5. But if the surety were to do this before he was himself required to pay he would, in my opinion, be acting contrary to the agreement expressed in the proviso I am considering. It may be said that if the principal creditor agreed to give the debtor time he could still sue the surety, who would then have a right to require the creditor to sue the principal debtor. But it would be a gross breach of faith on the part of the creditor, and, in truth, a breach of his agreement with the debtor, if the creditor were to sue the surety and put him in motion against the debtor until the expiration of the indulgence agreed to be given him; and there is ample authority for saying that this cannot be done (see *per* Lord Hatherley in *Oriental Financial Corporation* v. *Overend, Gurney, & Co.*, and the judgments in *Davies* v. *Stainbank*, 6 De G. M. & G., at pp. 689, 696). No case has yet decided that a surety has been discharged by an agreement by the principal creditor to give time to the debtor, where the surety had himself agreed not to require the debtor to relieve him until he was himself sued, and, for the reasons I have given, the law does not go that length. But, be this as it may, the dissolution deed in this case contains clauses which, with the proviso, remove whatever doubt there might be if the proviso stood alone, or were in a deed framed to carry out other objects. It was strenuously argued before us that this case was concluded in favour of the plaintiff by *Oakley* v. *Pasheller*. But the foregoing observations, if well founded, take this case out of the rule established, or supposed to be established, in that case, and render it wholly inapplicable to the present. As to *Oakley* v. *Pasheller* it is undeniable that it has been regarded as going so far as to decide that knowledge only on the part of the creditor of the arrangement come to between his own debtors is enough to compel the creditor to recognize that arrangement, and to prevent him from dealing with them regardless of it. This was clearly the view taken of *Oakley* v. *Pasheller* by Wood, V.C, in *Oakford* v. *European Steam Shipping Co.* (1 H. & M., at p. 190); by Lord Cairns in *Oriental Financial Corporation* v. *Overend, Gurney, & Co.* (L. R. 7 H. L. 348, at p. 360); and by a majority of the judges in the Irish Court of Exchequer Chamber in *Maingay* v. *Lewis* (5 Ir. C. L. 229). In *Swire* v. *Redman* (1 Q. B. D. 556) it is true that the Court of Queen's Bench did not adopt the same view of *Oakley* v. *Pasheller* as that taken by other judges in the cases to which I have referred, and the court deliberately refused to hold that a creditor of several persons primarily liable to him as principals was not at liberty to deal with them as such, simply by being informed that since their obligation to him had been contracted they had agreed amongst themselves that one of them should be indemnified by the others. But, after the decision of the House of Lords in *Oriental Financial Corporation* v. *Overend, Gurney, & Co.* (L. R. 7

H. L. 348), the decision in *Swire* v. *Redman* cannot, I think, be supported upon the grounds on which it was mainly rested. Notwithstanding the reasonings of the court in *Swire* v. *Redman*, which I should adopt and follow if I were free to do so, I am driven to the conclusion that now, at all events, the law has come to be what Lord Cairns said it had been decided to be, in *Oakley* v. *Pasheller*. Lord Cairns said (in L. R. 7 H. L. 360) that, after that case, "it is impossible to contend if, after a right of action accrues to a creditor against two or more persons, he is informed that one of them is a surety only, and after that he gives time to the principal debtor, the rule as to the discharge of the surety applies." Notwithstanding *Swire* v. *Redman*, I find it impossible to draw any satisfactory distinction between the case of a debtor primarily liable and afterwards becoming in the position of a surety, with the knowledge of the creditor, and the case of a person who is a surety, and who makes himself primarily liable to a creditor, who does not know that his debtor is a surety, but is afterwards informed of that fact. The House of Lords having decided that the rule as to the discharge of a surety applies to the last case, I am unable to hold that it does not apply to the first, and, in truth, the Lords decided that it applied to the second case, because, in their view, it had already been decided to apply to the first. But, for the reasons given in the earlier part of my judgment, the rule supposed to have been laid down in *Oakley* v. *Pasheller*, and which, however it originated, I take to be now law, is inapplicable to the present case. The terms of the dissolution deed exclude the application of the rule in question. In my judgment, the bank has not discharged the plaintiff, and is still entitled to the lien which it claims on his shares.

KAY, L.J.—It was argued that there was a novation of the debt, by which the continuing partners were accepted as the sole debtors, and the plaintiff, William Rouse, was released. Such a release must be by a contract with William Rouse, express or implied. There was no express contract to release him; the argument is that such a contract must be implied from the circumstances of the case. The principal facts relied on to raise this implication are, that, although the bank kept a separate account of the old debt, they charged in that account compound interest, and that, as they must be taken to know that they could not make this charge against William Rouse after they had, by his withdrawal from the business, ceased to act as bankers for him, that fact shews that they treated the continuing partners as alone liable. Moreover, the bank dealt with them only in respect of the debt, and after their bankruptcy the bank proved against their joint estate and received a dividend of 10s. in the pound, which, it is argued, they could not have done if they had not released William Rouse. But this is not a case in which any new partner, not originally liable for the debt, has been treated as liable; all these dealings were with the original joint debtors, or some of them. It is clear that the mere treating the continuing firm as liable, and proving against their estate, is not necessarily inconsistent with preserving their right against the retired partner: *Harris* v. *Farwell* (15 Beav. 31). That joint estate was really the estate which the retired partner made over all his interest in when he retired; and upon the whole, though with some hesitation, I do not think there is sufficient evidence of an intention to release William Rouse to enable us to decide in his favour on this ground. But if the true result be that the bank did not intend to release William Rouse, I cannot help feeling great reluctance to lean to the conclusion that he has been released in effect by the inadvertence of giving time to his co-debtors, without reserving the rights of the bank against him. For myself, I am bound to say that the decision in *Oakley* v. *Pasheller*, fairly read, seems to admit of but one meaning, that which was put upon it by Lord Hatherley, C., and Lord Cairns, C.—namely, that the information to the creditor of a subsequent arrangement, by which his co-debtors became, as between themselves, in the position of principal and surety, puts him under the obligation not to deal with the principal debtor so as to prejudice the surety, just as would be the case if the debtors were originally in that position *inter se*, and the creditor discovered it afterwards. Lindley, L.J., has called attention to the form of the deed of dissolution, and we have heard a further argument upon the question whether by that deed William Rouse did not empower his co-partners to make an arrangement for further time without his concurrence, or without discharging him by so doing. The creditor was not a party to this deed, and it cannot be read as giving to him any right against the surety. The deed contains a covenant by William Rouse's former partners to pay the debts of the old firm as soon as they conveniently can, and to indemnify and keep indemnified William Rouse against them, and this covenant is qualified by a proviso that William Rouse should not be entitled to require payment of any of the partnership debts so long as he should be indemnified according to the covenant. The rights of a surety which are taken away by an agreement not to sue the principal debtor for a certain time are principally these—namely, first, his right to call upon the creditor to compel the principal debtor to pay, for which purpose he might institute a suit in equity; or, secondly, his right to pay the creditor and then to sue the principal debtor in his name: see Mercantile Law Amendment Act (19 & 20 Vict. c. 97), s. 5. The proviso in question does seem to give up the first of these rights so long as William Rouse is indemnified "according to the covenant." But, if the principal debtors do not pay the debt as soon as they conveniently can, they do not fulfil their covenant, and, if they arrange with the creditor not to pay for a certain time, when they could conveniently pay within that time, it seems to me that the proviso would not prevent the surety from using all the remedies in his power. To the second right of the surety which I have mentioned, that of voluntarily discharging the debt and then calling on the principal debtor to repay the amount, the proviso does not in terms apply at all. It is a common form found in Davidson's Precedents, vol. 2, Part 1, p. 475, 2nd edition. The object of this proviso is there explained to be to prevent the covenantee sustaining an action against the covenantor for non-payment of the debts, without shewing that he (the covenantee) had been damnified by the non-payment. It is not intended to deprive the surety of any other of his rights as between him and the creditor or as between him and the principal debtor. I cannot find anything else in the deed which has that effect. The deed follows in all respects the form given in Davidson's Precedents, and if it be held that this deed authorizes the grantees to arrange with the creditors for time it must follow that in every case of a deed of dissolution in the ordinary form this must be the result. The doctrine that arrangements between the creditor and principal debtor which prejudice the surety have the effect of releasing him is founded on the jealous care which courts of equity and courts of law have always taken of a surety's interest. The principle is thoroughly settled. I am not inclined to depart from it or to question its reasonableness if authority permitted. Authority seems to me decisive against this; and, on the whole, I think that the decision in this case should be affirmed.

A. L. SMITH, L.J., concurred with Lindley, L.J.—COUNSEL, *Finlay*, Q.C., *Warmington*, Q.C., and *Vernon R. Smith*; *Willis*, Q.C., *Renshaw*, Q.C., and *Frederic Thompson*. SOLICITORS, *Field, Roscoe, & Co.*, for *Taylor, Jeffery, & Jessop*, Bradford; *Paterson, Snow, Bloxam, & Kinder*, for *Gardiner & Jeffery*, Bradford.

[Reported by M. J. BLAKE, Barrister-at-Law.]

High Court—Chancery Division.

ATTORNEY-GENERAL *v.* **PARK; BUSHELL'S CHARITY**—Chitty, J., 15th February.

WILL—CHARITY—CONSTRUCTION—SCHEME FOR REGULATION.

This action was to obtain a scheme for the regulation of a charity known as Bushell's Hospital in the township of Goosnargh, in the county of Lancaster. One William Bushell of that town by his will, dated in 1735, in the events which happened, devised certain real estate upon trust to apply the rents and profits thereof in maintaining, supporting, and providing for decayed gentlemen or gentlewomen or persons of the better rank of both or either sex inhabitants of the towns therein named in the said county, being Protestants, in a house or hospital to be made and provided as therein mentioned. And the testator gave his trustees divers powers and authorities to that end, including power to make rules for the government of the hospital and the persons to be placed therein, who were from time to time to be elected and appointed by the trustees. And there was a proviso excluding Papists and any person receiving or having received relief from the poor-rates, and for the appointment of new trustees, with a direction that no councillor or attorney or practiser of the law or Papist should ever be appointed a trustee. The testator died in 1735, and in 1745 a hospital was established in accordance with the said will which has ever since been maintained by the trustees for the time being. The income of the charity had greatly increased, and there had been a large recent increase owing to the falling-in in 1889 of a building lease for ninety-nine years granted in 1790. It was alleged that several unqualified persons had been appointed inmates of the hospital, and the places named in the will did not supply a sufficient number of duly qualified candidates. There had been a local inquiry on behalf of the Charity Commissioners, and they had desired application for a scheme to be made to them, but no application had been made. It was said for the trustees that they did not think a scheme was necessary, but they would submit to the decision of the court.

CHITTY, J., thought that there ought to be a scheme. The circumstances had altered, and the charity had outgrown the precise limits of the will. His lordship was asked to put a construction on the clause descriptive of the qualified class, but thought it inexpedient to deal with any question of construction until the proposal for a new scheme was before him. The six trustees were elected by co-optation, which was not in accordance with modern views.—COUNSEL, *Sir J. Rigby*, S.G., and *Warrington*; *Farwell*, Q.C., and *Ingle Joyce*. SOLICITORS, *Clabon*; *Rowcliffes, Rawle, & Co.*, for *Paul Catterall*, Preston.

[Reported by J. F. WALEY, Barrister-at-Law.]

Re **CLEMENTS, CLEMENTS** *v.* **PEARSALL**—Chitty, J., 15th February

WILL—CONTINGENT LEGACY—DIRECTION TO SET APART—RIGHT TO INTERMEDIATE INCOME—INFANT—MAINTENANCE.

William Clements by his will, dated July 15, 1886, after appointing his wife, the plaintiff Jane Clements, the plaintiffs James Bonnor and Frederick Ullmer, and one Robert Searles Maitland to be executrix and executors respectively and trustees thereof, and bequeathing certain pecuniary legacies, made the following bequest:—"I bequeath the sum of £4,000 Victoria £4 per Cent. Stock held by me at the date of this my will, or which may be held by me at my death, or the like sum out of any larger amount of that stock which may be held by me at my death, or any sum of that stock less than £4,000 in nominal value then held by me and such a sum of cash as with the nominal value of such stock will make £4,000, or in the absence of any such stock then held by me the sum of £4,000 cash, to the trustees of this my will, in trust for such of my granddaughters, Florence Lillie Pearsall and Dora Winifred Pearsall, as shall survive me and attain, in my lifetime or afterwards, the age of twenty-one years, and if those conditions shall be fulfilled in the case of each of them, then in equal shares between them. And I declare that during the infancy of both or either of my said granddaughters the said trustees may sell the whole or any portion or portions of the said Victoria Stock the title whereunto may still be contingent." And after devising and bequeathing certain freehold and leasehold hereditaments and pre-

mises to the trustees of his said will upon the trusts therein mentioned, and making specific bequests to and in favour of his said wife, the testator devised and bequeathed all his real and personal property not thereinbefore specifically disposed of to the said trustees absolutely, upon trust to sell and form a fund by investing the proceeds of such sale, after deduction of certain payments thereout, thereinafter referred to as the residuary fund. And, after declaring certain trusts thereof for the benefit of his wife and daughters and their issue, as to so much (if any) of the residuary fund and all accretions thereto as would in the events which might occur be undisposed of under the foregoing trusts and provisions, the testator gave and bequeathed the same to his sons W. H. Clements and A. C. Clements absolutely as joint tenants. By a codicil, dated the 4th day of June, 1892, to his said will, the said testator revoked the appointment of the said R. S. Maitland as one of the trustees and executors of his said will, and appointed the plaintiff, H. M. Sells, to be a trustee and executor thereof in the place of the said R. S. Maitland. On the 1st day of December, 1892, the said William Clements died. The said testator left him surviving his widow, the said Jane Clements, his two sons, the said W. H. Clements and A. C. Clements, and four daughters, and no more. The said testator was at the date of his said will possessed of a sum of £4,000, and no more, Victoria £4 per Cent. Inscribed Stock, and he continued so possessed up to the date of his death. The said Florence Lillie Pearsall and Dora Winifred Pearsall both survived the said testator, and are now living, but are still infants, of the age of 13½ and 11 years respectively, and their father has applied to the plaintiffs to pay the income of the said sum of £4,000 Victoria Stock to him or otherwise apply the same for or towards their maintenance, education, or benefit during their respective minorities, and this was a summons to determine if the income could be so paid. The argument chiefly turned on the cases of *Re Dickson* (33 W. R. 511, 29 Ch. D. 331), *Re Medlock* (55 L. J. Ch. 738, 34 W. R. Dig. 87), *Long* v. *Ovenden* (29 W. R. 709, 16 Ch. D. 691), and *Guthrie* v. *Walrond* (31 W. R. 285, 22 Ch. D. 571).

CHITTY, J., said that the question was whether the 43rd section of the Conveyancing Act applied. The gift was specific, and the trustees were to hold it on the trusts mentioned. It appeared to be established notwithstanding a possible slip of Jessel, M.R., in *Long* v. *Ovenden* that, when there is a specific legacy to an infant on his attaining twenty-one, the intermediate income did not pass. There was here a double segregation, for the thing itself was separated from the mass, and moreover it was given to trustees for the legatees upon the trusts mentioned. His lordship's decision turned upon the principle laid down by Kay, J., in *Re Medlock*. There was no question that the money was segregated here. Therefore, according to Kay, J.'s decision, the intermediate income would belong to the *cestuis que trust* on their attaining twenty-one. *Guthrie* v. *Walrond* was not within the principle. The result was that section 43 of the Conveyancing Act did apply: *Re Dickson*.—COUNSEL, *Burleigh Muir*; *G. J. Duncan*; *Hickey*; *Levett*, Q.C., and *Underhill*. SOLICITORS, *Morrisons*, for *Morrison & Nightingale*, Redhill; *Robinson & Stannard*.

[Reported by J. F. WALEY, Barrister-at-Law.]

PUTTOCK *v.* **DAINTRY**—North, J., 16th February.

PRACTICE—ORDER TO CARRY ON PROCEEDINGS—TRUSTEE IN BANKRUPTCY—DISCLAIMER—BANKRUPTCY ACT, 1883, s. 55, SUB-SECTION 4—R. S. C., XVII., 6.

This action was brought on the 17th of February, 1893, by the executors of H. Puttock, deceased, against C. Daintry for the specific performance of an agreement by him to purchase certain lands in Sussex. On the 11th of August, 1893, Daintry was adjudicated a bankrupt. On the 25th of November, 1893, the plaintiffs obtained an *ex parte* order adding the official receiver of the Brighton district, the defendant's trustee in bankruptcy, as a party to the action. On the 15th of January, 1894, the official receiver gave notice of motion to discharge the order of the 25th of November. R. S. C., ord. 17, r. 6, requires such motion to be made within twelve days after the order has been obtained, but the time was enlarged by consent. In the meantime, on the 9th of January, 1894, the plaintiffs made an application in writing under the Bankruptcy Act, 1883, s. 55, requiring the official receiver to decide, within twenty-eight days, whether he would disclaim the agreement or not. On the 6th of February the official receiver obtained an order from the Bankruptcy Division of the High Court giving him another two months in which to decide whether he would disclaim or not. The motion now came on. It was contended for the official receiver that the order of the 25th of November was wrongly obtained, and that he ought not to be added as a party unless and until he had decided not to disclaim the agreement, for which purpose he had still time allowed him.

NORTH, J., said that the order of the 25th of November was rightly obtained. If on the 15th of January the official receiver had disclaimed, he might possibly have got rid of the order *ex post facto*, though his lordship was not satisfied that even then he would have been able to do so. His lordship did not think that the plaintiffs were bound to wait until the official receiver had made up his mind as to whether he would disclaim or not before obtaining the order. The motion must, therefore, be dismissed.—COUNSEL, *Stewart Smith*; *Burleigh Muir*. SOLICITORS, *Nash, Field, & Co.*, for *Stuckey, Son, & Pope*, Brighton; *Morrisons*, for *Cotching*, Horsham.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re **VENN AND FURZE'S CONTRACT.**—Stirling, J., 15th February.

VENDOR AND PURCHASER—TITLE—LEASEHOLD—SALE BY EXECUTOR—DEATH OF TESTATOR MANY YEARS PREVIOUSLY.

This was a summons under the Vendor and Purchaser Act, 1874, taken out on behalf of the purchasers asking for a declaration that they were not precluded by clause 5 of their contract dated the 6th of April, 1893, for the purchase of certain leasehold premises known as the Devon Arms, Torquay, from asking the requisition hereinafter mentioned, or in the alternative that a good title had not been shewn in accordance with the contract. Clause 5 stated that the lease dated the 29th of September, 1852, under which the premises were held was granted in consideration (*inter alia*) of a surrendered term, and provided that the purchasers should assume that all necessary parties concurred in surrendering the previous lease to the ground landlord, and should not require an abstract or production of such surrender nor evidence thereof, nor of any earlier title to the lease, nor make any objection or requisition in connection therewith. On the abstract being delivered it was found that in the lease of the 29th of September, 1852, Taylor, the lessee, was described as the executor of the last will of William Peeke, deceased, and the lease was granted to him in consideration of the surrender of the prior lease by him as executor, and contained a covenant for perpetual renewal. The next document disclosed by the abstract was a deed dated the 7th of May, 1878, whereby Taylor sold and assigned the property to G. Venn. The deed contained the usual covenants for title by a beneficial owner, and there was no statement on the face of it that Taylor was acting as executor in the matter. Venn was dead, and the present vendor was his executrix. The purchasers made a requisition that as the lease was granted to Taylor as the executor of the will of William Peeke, such will should be abstracted, and it should be shewn that Taylor had power to sell and convey the property to Venn. The vendor in reply referred the purchasers to clause 5 of the contract and relied upon it. This summons was then taken out. For the purchasers it was contended that inasmuch as twenty-six years had elapsed between the date of the grant of the lease to Taylor, and the sale by him to Venn, and nothing being known as to when the testator died, Taylor's power to sell as executor was gone, and no other title was shewn, and the case of *Re Tanqueray-Willaume and Landau* (30 W. R. 801, 20 Ch. D. 465) was relied on. On behalf of the vendor it was submitted that the rule in *Re Tanqueray-Willaume and Landau* did not apply, and *Re Whistler* (35 W. R. 662, 35 Ch. D. 561) was cited in support of that contention.

STIRLING, J., said that, in *Re Tanqueray-Willaume and Landau*, the executors were purporting to sell under a charge of debts, and the testator had died twenty-seven years before the exercise of the power of sale. In that case the Court of Appeal laid down the rule that, where executors were selling real estate after twenty years had elapsed from the testator's decease, a presumption arose that the debts had been paid, and that the purchaser was therefore put upon inquiry. The question whether the rule thus laid down ought to be applied to executors selling leaseholds arose in *Re Whistler*, and Kay, L.J., held that it was not necessary that it should be so applied. It was, however, said that that decision conflicted with the decision of Chatterton, V.C., and the Court of Appeal in Ireland in *Re Molyneux and White* (13 L. R. Ir. 382, 15 L. R. Ir. 383), a case which was not cited in *Re Whistler*. In his lordship's opinion, however, those decisions were based, not on the rule in question, but on the fact that there was clear evidence that the debts had been paid, and that the trustees acted as trustees, and not as executors. He thought, therefore, he was bound to hold in accordance with the decision in *Re Whistler*, that the rule as to time laid down in *Re Tanqueray-Willaume and Landau* did not apply to the present case, and that, inasmuch as the duties of the executor in connection with the testator's estate were not confined to the payment of debts, the power of sale in 1878 might well have been made by Taylor in the discharge of his duties as executor. It was urged that, as the deed of the 7th of May, 1878, did not purport on the face of it to be executed by Taylor as executor, but contained the ordinary covenants for title, it ought to be inferred that he sold as beneficial owner. But his lordship considered that there was the high authority of Lord Cairns and Lord Cranworth in *Corser* v. *Cartwright* (L. R. 7 H. L. 731) for saying that, when a person who filled the position of executor was found selling or mortgaging part of the testator's estate, he was to be presumed to be acting in the discharge of the duties imposed on him as executor, unless there was something in the transaction that showed the contrary, and that the contrary was not shewn by the fact that the conveyance or mortgage was not executed by him in that capacity. Beyond the frame of the deed of the 7th of May, 1878, and the lapse of time, there was nothing in the present case to suggest the inference that Taylor was acting otherwise than in the capacity of executor in the matter. The abstract, therefore, disclosed a good *primâ facie* title, and the purchasers were not entitled to insist upon their requisition.—COUNSEL, *E. O. Hewitt*; *Carson*. SOLICITORS, *Belfrage & Co.*, for *E. Lee Michell*, Wellington; *Wood, Bigge, & Nash*, for *Kitson & Co.*, Torquay.

[Reported by W. A. G. WOODS, Barrister-at-Law.]

Winding-up Cases.

Re **WEST LONDON AND GENERAL PERMANENT BENEFIT BUILDING SOCIETY**—Wright, J., 14th February.

BUILDING SOCIETY—WINDING UP—REDEMPTION OF MORTGAGES—LIABILITIES OF ADVANCED AND UNADVANCED MEMBERS—DEBTS OF SOCIETY—CONTRIBUTIONS TO LOSSES.

The above-named society was formed in 1866, under the Act of 1836. It had not been registered under the Act of 1874, and was now being wound up under the Companies Act, 1862. This was an application by advanced members, who claimed a right to redeem their mortgages upon payment of the amounts due or to become due in respect of principal and interest and other similar matters, according to the society's rules and tables, without any further liability, either directly in respect of the society's debts or for contribution to losses in aid of the unadvanced

members. The liquidator and the loan creditors contended that all the members were liable to contribute in respect of all the debts of the society, and that the advanced members could not redeem without providing for this liability. The unadvanced members contended that if they were under any liability as contributories the applicants were under the same liability. The material rules of the society were the following:—The affairs of the society were to be managed by directors, managers, and officers (3-8). Every member was to pay an entrance fee and an annual sum for postage, printing, &c., and was liable to fines in certain events (9, 12, 15). Shares were on the ordinary conditions of the value of £50, to be subscribed for in monthly payments (15). The shares were divided into two classes, namely, deposit or unadvanced shares, and anticipated or advanced shares (*Ib.*). The deposit shares were payable by 5s. a month, the value being calculated according to the tables of the society (16, 17). Only the unadvanced members shared profits. By rule 17 "the trustees for the time being may from time to time, as may be necessary for the purposes of the society, borrow and take up at interest any sum or sums of money from any bankers with whom the funds of the society may be deposited, or from any other person or persons, and to procure such loan or loans the trustees may give their own personal security, and they shall be indemnified out of the first funds of the society which shall be received, provided that the whole sum of money to be borrowed under this rule shall not at any one time exceed two-thirds of the amount for the time being secured by the mortgages of the society." (This rule was added in 1870.) By rule 31 of the first rules "the trustees, directors, and all officers of this society shall be and are hereby indemnified, and saved harmless out of its funds and property from and against all losses, costs, charges, damages, or expenses." By rule 21 members could redeem "on payment of the total amount due from him or her to the society for principal, interest, fines, and other payments." It appeared that the society owed about £1,200 to ordinary creditors and about £70,000 for money borrowed from outside lenders, and it was estimated that after realization of all its assets and securities there would be a deficiency of about £6,000, and that therefore the assets would be more than sufficient to pay the ordinary creditors. The forms of the mortgages are referred to in the judgment.

WRIGHT, J., delivered a written judgment, in the course of which he said that a member was entitled to receive a £50 share as an "advanced member" on undertaking to pay for it by certain monthly contributions, and giving security for such payments by mortgage of property. Such a member was not a mere borrower on security (*Brownlie* v. *Russell*, 8 App. Cas. 235, 31 W. R. Dig. 28). [His lordship read and referred to the rules set out above, and continued:—] It was particularly to be observed that rule 17 of 1870 did not in terms provide that the moneys were to be borrowed on the funds or assets of the society, nor was there any stipulation of that kind in the deposit receipts which were given to lenders, and which appeared to be the only records of the loan contracts, except the books of the society. These were simple receipts for money to be placed to the deposit account of the lender, with a note as to the requisite length of notice for withdrawal. The forms of mortgages taken from advanced members had not been uniform—two had been selected for test cases. One (Alsop's mortgage), dated in 1877, was expressed to be "for securing the discharge" of the principal sum by the mortgagor, and "such sums as might become payable by him to the said society under or by virtue of these presents or the rules or byelaws of the said society, or in any other way," and it was not to be redeemable until the principal and any expenses properly incurred for the mortgagor by the society and interest and fines "and all other moneys which are now or which at any time hereafter may become due to the said society from the mortgagor in respect of any share or shares in the said society shall have been duly paid." The other mortgage (Speller's mortgage), dated in 1891, merely contained a covenant by the mortgagor to pay his instalments, "subscriptions, fines, and other sums of money payable according to the rules of the said society." The first question was, must the ordinary creditors look to the assets of the society as the only fund out of which they could obtain payment, or could they, if that fund was insufficient, come upon the members personally? In the case of an unincorporated industrial society, which was much more like an ordinary trading partnership than building societies were, there seemed to be no doubt that the members would be liable individually and without limit, although such liability could be enforced only by means of a judgment against the trustees or other persons prescribed for that purpose, and, *scire facias*, against particular members (*Myers* v. *Rawson*, 5 H. & N. 99; *Dean* v. *Mellard*, 15 C. B. N. S. 19). In a winding up also the liability would be unlimited, but would be enforced only on terms of equality so far as practicable. But building societies were not in the nature of partnerships, and there was no express decision in the case of a building society unless *Doncaster Permanent Building Society* (15 W. R. 102, L. R. 3 Eq. 158) could be considered to be a decision. But the matter did not seem to have been discussed, because the creditors had been paid off, and as Wood, V.C., seemed to have thought that the advanced members who had not withdrawn would, under the rules, have been bound to contribute to the losses of the unadvanced (*i.e.*, to pay the debt of the society to them), it was not clear that the judgment referred to ordinary creditors at all. In the case of *The Professional, &c., Society* (19 W. R. 1153, L. R. 6 Ch. App. 856) there was nothing to support the statement in the head-note about unlimited liability. In the absence of express decision it would seem that on principle, the doctrine of partnership being inapplicable, the doctrine of principal and agent must be applicable in the case of ordinary debts properly incurred by the directors for the ordinary purposes of the society, and that if the assets (including the unmatured subscriptions of the unadvanced members and the unmatured instalments of the advanced members) were insufficient to pay such debts, all the persons who were members when such debts were incurred ought to be held liable for them on the principles of common law (*Murray* v. *Scott*, 33 W. R. 173, 9 App. Cas. 519, judgment of Lord Blackburn). He came, therefore, to the conclusion that, if there were no creditors except ordinary creditors and the assets were insufficient, the members would be personally liable, and were, therefore, to be settled on the list of contributories. There could not be any difference for that purpose between advanced and unadvanced members. The liability depended, not on the terms of the contract of the members *inter se*, but on the fact of all members being principals and of the directors being their agents in relation to the necessary business of the society. The hardship was very small, and there seemed to be no ground of objection to registration under the Act of 1874 for the mere purpose of liquidation, and limitation of liability would then follow even as regarded liabilities previously incurred. The second question was, What were the liabilities of the members in respect of the moneys borrowed under rule 17? Here again *Murray* v. *Scott* was the only important case. All the law lords seemed to have intimated, not obscurely, the opinion that if a rule giving power to borrow had to be construed as giving power to bind the members personally for borrowed money, and not as binding merely the assets of the society, it would be *ultrà vires*, as turning the obligations of the members into something inconsistent with the purpose of such societies. Their business did not necessarily require borrowing at all, and it was only for necessary purposes of their business that any authority to bind the members individually could be implied, or was consistent with the nature and objects of such societies. A rule which should go beyond this would, therefore, be *ultrà vires* to that extent. The security of lenders, Lord Selborne said, was "necessarily the total amount of the contributions of members, and the creditors could have no recourse except against such funds and property." It was true that no one of the law lords who took part in the decision of *Murray* v. *Scott* purported to decide this, and it was clear that the rules and mortgages in that case contained expressions which, more clearly than anything in the present case, indicated an intention to charge only the assets of the society, but his lordship thought that the language used by all of the law lords shewed that they would have been prepared to take this view in cases much less distinct in definition of the funds to be charged than in that case. He therefore thought that the members, advanced or unadvanced, could not be held personally liable in respect of these loans beyond the amounts payable under the terms of the rules and tables. That was really the substantial question in the case. The third question, and nominally the only one, was whether the advanced members were entitled to redeem their mortgages without providing for the liabilities to ordinary or loan creditors in so far as such liabilities might be found to exist—*i.e.*, in this case the liability in respect of ordinary creditors. The decision of Chitty, J., in *Re West Riding Permanent Building Society* (38 W. R. 376, 43 Ch. D. 407) seemed to govern that point. It was true that in that case the rules themselves expressly provided for contribution by the advanced members to losses. In the present case the mortgages by themselves did not subject the mortgagors to any liability beyond that to which they were subject as members under the rules and tables, but he thought they were bound by the terms of the mortgages and rule 21 taken together, as a condition of redemption, to satisfy every liability to which they were subject to the society or its liquidator as members, whether by express provision made in the rules or by implication from the fact of membership under rules of that kind. Possibly the obligation to provide for ordinary creditors was satisfied when it appeared that there were assets enough to pay them which were made insufficient only because the borrowed moneys had also to be paid. But on the whole he thought the members could not set that up. They authorized the borrowing, with the necessary consequence that the loans had to be paid out of the assets, and to the extent to which the assts were so made insufficient to pay ordinary debts, the obligation to pay them was not satisfied by reason of the members' own act in authorizing the borrowing. The fourth question was as to the order in which the claims of the several classes of creditors were to be met out of the assets or by the several classes of contributories. The costs of the winding up would be paid first out of the assets, and as the applications above mentioned were test cases, the costs on both sides ought to be treated as costs in the winding up. Against the remaining assets both the ordinary creditors and the loan creditors ought to rank *pari passu*—any deficiency due to ordinary creditors ought to be made up by contributions from all members, advanced or unadvanced. The advanced members were not liable to make any further contribution to the losses of the unadvanced, in the absence of any contract by the rules or otherwise to that effect. The advanced members were, therefore, entitled to redeem on payment according to the rules and tables, and of that amount which he had suggested as £5 per share, but the exact measure of which must be matter of inquiry if no agreement could be made.—COUNSEL, *Grosvenor Woods*, Q.C., and *Warrington; Buckley*, Q.C., and *Bramwell Davis; Haldane*, Q.C., and *Macnaghten; Eve.* SOLICITORS, *Grundy, Izod, & Grundy; Riddell, Vaizey, & Smith; Collyer, Bristow, & Co.; T. R. Watson.*

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

Re **BAKER TUCKER & CO.**—Wright, J., 14th February.

COMPANY—WINDING UP—PETITION—STANDING OVER—ORDERS NOT TO BE DRAWN UP AT ONCE.

This was a creditor's petition to wind up the above-named company. A debenture-holders' action had been commenced and a receiver appointed, and it was alleged that, the debenture-holders' security being insufficient, there would be no assets to meet the petitioner's debt, and it was suggested that the petitioner's debt might be provided for by the debenture-holders.

WRIGHT, J., said he would make no order at present. The registrars' office objected to orders being made which were not to be drawn up until a future date. The petition would stand over for a fortnight, the company undertaking to inform the receiver that the court was of opinion that he ought not to do anything to alter the position of the parties before the expiration of that period. The petition would come into the paper again on the 28th of February, and if it was then mentioned, a winding-up order would be made unless the petitioner's claim had been satisfied in the meantime. If it were not mentioned, the order would not be made.—COUNSEL, *Stewart Smith; C. E. E. Jenkins; George White.* SOLICITORS, *Kennedy, Hughes, & Kennedy; Ranger, Burton, & Frost; Rowley, Page, & Rowley.*

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

LONGSTAFFE AND OTHERS *v.* WOODROW—21st February.

COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 41—OFFICER OF COUNTY COURT ACTING AS SOLICITOR IN A PROCEEDING IN THE COURT—LETTER BEFORE ACTION—PROHIBITION.

Appeal from a decision of Grantham, J., at chambers, discharging an order, made by himself, for a prohibition to the Spalding County Court. The question raised was whether the registrar of that court had acted as a solicitor to the plaintiff in the action in contravention of section 41 of the County Courts Act, 1888, which provides that "no registrar, treasurer, high bailiff or other officer of any court, shall, either by himself or his partner, be directly or indirectly engaged as solicitor or agent for any party in any proceedings in the said court," &c. The firm of which the registrar was a member, and who acted as the plaintiff's solicitors in other matters, on the 6th of October, 1893, wrote demanding payment of a certain sum under a guarantee from the defendant, a tradesman in Westminster, and with the following intimation—"Our clients will proceed, will you accept service?" On the 24th of January, 1894, the registrar made an order under section 74 of the above Act, giving leave for the action to be commenced in the Spalding County Court. On the same day the same firm wrote informing the defendant that Mr. Atlee would act as the plaintiff's solicitor, and adding "at the request of Mr. Atlee we forward you notice to produce and also notice to inspect." The defendant applied *ex parte* for a prohibition, and Grantham, J., made the order, but subsequently discharged it. It was contended by counsel for the defendant that the registrar had acted as solicitor in a proceeding in his court by reason of the letters of the 6th of October and the 24th of January written by his firm. The letter of the 6th of October was written before action, but it could be charged for and recovered as part of the plaintiff's costs which the registrar himself would tax, and the subsequent letter written after action brought, and containing the notices to inspect and produce, clearly constituted on the part of the registrar an acting, directly or indirectly, as a solicitor in such proceeding. It was argued by counsel for the respondent that there was no ground for saying that the plaintiff could be prejudiced by the facts above mentioned, and a letter written before action was not a step in the proceedings within section 41 of the Act: that the letter of the 24th of January merely conveyed the information that another solicitor would act, and for his convenience enclosed the notices; and that as far as regarded the taxation of the costs, if there were any ground for supposing that the defendant would be prejudiced, the county court judge could direct that they should be taxed by the registrar of the neighbouring court.

THE COURT (MATHEW and CAVE, JJ.) dismissed the appeal. The only possible ground for the prohibition was that the registrar had acted, by reason of the letters written by his firm, as a solicitor in the proceeding. But the letter written before action was not a step in the proceedings in the County Court, and no importance could be attached to the subsequent letter, on behalf of Mr. Atlee. At the same time it was of the greatest importance that litigants should regard the tribunal which disposed of their proceedings with complete confidence, and therefore that the rules laid down by the Act should be strictly observed. The case did not come within section 41 of the Act, but there was some reason for the application and it would be dismissed without costs.—COUNSEL, *S. H. Leonard; Horace Browne.* SOLICITORS, *A. A. Nowell; Collisson & Pritchard.*

[Reported by J. P. MELLOR, Barrister-at-Law.]

LAW SOCIETIES.

WAKEFIELD INCORPORATED LAW SOCIETY.

The annual general meeting was held on the 25th of January, Mr. LEATHAM, the vice-president, in the chair.

The notice convening the meeting was taken as read. Mr. Townend read the report of the committee. The treasurer's accounts were presented. Mr. Beaumont, the retiring president, being absent through illness, Mr. Plews read his address to the members.

Proposed by Mr. Gould, seconded by Mr. Plews, and resolved:—"That the report of the committee and the treasurer's accounts be accepted, and that the same and the president's address be printed and circulated amongst the members."

Proposed by the chairman, seconded by Mr. Briggs, and resolved:—"That for the current year the treasurer do pay out of the funds of this society to the Incorporated Law Society of the United Kingdom the subscription of each member of the society, so as to qualify him as a member of the Incorporated Law Society."

Proposed by Mr. Chalker, seconded by Mr. Charlesworth, and resolved:—"That Mr. Claude Leatham be elected president for the current year."

Proposed by Mr. Townend, seconded by Mr. Wordsworth, and resolved:—"That Messrs. Isaac Kaberry and Harry Plews be elected vice-presidents for the current year."

Proposed by the chairman, seconded by Mr. Gould, and resolved:—"That Mr. Henry Chalker be re-elected honorary treasurer for the current year."

Proposed by Mr. Plews, seconded by Mr. Charlesworth, and resolved:—"That Messrs. W. Townend and Basil S. Briggs be elected joint honorary secretaries for the current year."

Proposed by Mr. Chalker, seconded by Mr. Wordsworth, and resolved:—"That Mr. J. Charlesworth be re-elected honorary librarian for the current year."

Proposed by Mr. Briggs, seconded by Mr. Gould, and resolved:—"That Messrs. A. D. Smith and P. P. Maitland be elected auditors for the current year."

The members of the committee were then balloted for, and the chairman declared the following members duly elected—viz., Messrs. Beaumont, Scott, Lodge, Gould, Charlesworth, Phillips, and Lowden.

On behalf of the president, Mr. Plews proposed, Mr. Gould seconded, and it was resolved:—"That this meeting begs to represent to the Council of the Incorporated Law Society of the United Kingdom the desirability, as soon as a favourable opportunity offers, of action being taken for the removal of the disqualification which now exists precluding solicitors from acting as justices for counties."

Proposed by the chairman, seconded by Mr. Plews, and resolved:—"That this meeting, having heard with deep regret of the death of the late Mr. Wm. Beckett Burrell (who had practised as a solicitor in Wakefield for upwards of forty-six years), begs to tender to Mrs. Burrell their deep sympathy with her in her sad bereavement."

Mr. Harold Crouch was unanimously elected a subscriber to the library.

Proposed by Mr. Wordsworth, seconded by Mr. Briggs, and resolved:—"That the best thanks of the members be tendered to the president and the officers of the society for their services during the past year."

The business of the meeting was concluded by a vote of thanks to the chairman.

The following are extracts from the report of the committee:—

Members.—The number of ordinary members is now 55, and of subscribers to the library, 7.

Officialism.—Your committee have had under consideration the valuable report of the Council of the Incorporated Law Society of the United Kingdom upon this subject, and resolved to assist the council in opposing the extension of officialism as opportunity arises. A petition to Parliament has been prepared and sealed in favour of restoring to creditors the control over the assets of insolvent traders and companies, and this petition was presented to the House of Commons by Colonel Charlesworth, M.P.

Land transfer.—This matter, after remaining in abeyance for nearly three years, was revived by the Lord Chancellor by the introduction of a "Bill to simplify titles and facilitate the transfer of land in England." The Incorporated Law Society of the United Kingdom, with the assistance of the Provincial Law Societies, promptly commenced and maintained a vigorous opposition to the Bill, so far as it provided for compulsory registration, and throughout the country petitions against the Bill were presented to Parliament. At the request of the Incorporated Law Society (U.K.) your secretaries undertook to carry on the opposition on behalf of the solicitors practising in the parliamentary constituencies of Wakefield, Pontefract, the Normanton Division, and the Osgoldcross Division. Petitions were accordingly at once prepared, and numerously signed, and placed in the hands of the members for the four constituencies named. Deputations also waited upon Colonel Charlesworth, M.P., and Mr. John Austin, M.P., so as the more fully to explain and emphasize the objectionable features of the Bill; and your committee are pleased to report that Colonel Charlesworth (Wakefield) pledged himself to oppose the measure, while Mr. Austin (Osgoldcross), after a long and patient interview, intimated that the deputation had brought before him practical objections and difficulties which he had not previously conceived. For the present the Bill has been withdrawn, but there is every reason to believe it will yet again be introduced. When this happens your committee will use every legitimate means to prevent the measure passing into law.

SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY.

The following are extracts from the report of the committee:—

Members.—The number of members is now 162.

The Land Transfer Bill.—So much has been said about this measure, both at meetings of the Incorporated and the Associated Provincial Law Societies, and in the law and other papers, that it will not be necessary to deal with the Bill and the objections to it at length. At the end of February last a letter was received from the Incorporated Law Society asking for your society's co-operation in opposing any Land Transfer Bill introduced on the old lines, and this your committee resolved to give. A Bill was introduced in the House of Lords by Lord Herschell, the Lord Chancellor, on the 10th of March, and, after a short discussion, read a second time there on the 20th of April. The main difference between it and Lord Halsbury's Bill of 1889 was that the compulsory registration of title proposed to be initiated was only to be applied to such districts as the Queen, by Order in Council, directed, and that the system of registration of title in force under the existing Act of 1875 was retained, with modifications. On the 14th of

April a meeting of the Associated Provincial Law Societies was held in London, to consider the Bill, at which your society was represented by the president; and subsequently, on the 20th of April, a conference was held between representatives from these societies and the Council of the Incorporated Law Society, at which a resolution was passed protesting against the compulsory system of registration proposed to be introduced by the Bill on various specified grounds. On the 27th of April a deputation from these societies waited on the Lord Chancellor, and urged their views upon him, pointing out that, under the present system, cheapness and expedition—the main advantages claimed for the proposed system—are better secured than they would be if transactions had to be carried out through the Land Registry Office. The Lord Chancellor declined to refer the Bill to a select committee, as desired by the deputation, but asked to have evidence in support of what was urged by the deputation. At a special meeting of your committee, held on the 2nd of May, a circular letter from the secretary of the Incorporated Law Society, asking for evidence of the cheapness and expedition with which small transactions in land are now carried out by solicitors in this district, and other communications on the matter, were carefully considered. The committee decided that it would be inexpedient to supply such information, which would be of no practical value, and might prove unreliable; but they pointed out that, under the present system of conveyancing, the time occupied in completion of transactions is almost invariably governed by the wishes and convenience of the parties concerned, a purchaser requiring time to provide the purchase-money, and a mortgagee to furnish the loan; and it seldom occurs that the solicitors are unable to complete the legal formalities within the period fixed by the conditions. That, in auction sales, from four to eight weeks are allowed for completion, and in sales by private treaty the time is regulated by the wishes of the parties, and it frequently occurs that in cases of urgency such transactions are carried through within a few days from receipt of instructions. Later, on the 18th of May, the secretary of the Incorporated Law Society wrote asking for particulars of cases under the Land Transfer Act, 1875, which were within the experience of members of the various provincial law societies, to which your committee replied that they believed only one case had ever been treated in Sheffield under the Act, and that the owner and solicitor concerned were both dead; and that one Sheffield firm took steps to register some property under the Act, but never concluded the registration. A subsequent case, quite recently concluded and carried through by a Sheffield firm, was a proof of the great expense and delay where registration of title under the Act obtained in any but the most simple cases. Most of the law societies provided the particulars as to cheapness and expedition asked for by the Lord Chancellor, who, however, made no material change in the Bill, which was read a third time in the House of Lords on the 4th of August. In consequence of the Bill being down for second reading in the House of Commons on the 25th of August, the country was divided into districts, each provincial district to be worked by a provincial law society, thus insuring that every member of the House should be approached personally by his constituents. Your committee drew up, and sent to the twenty members of Parliament representing constituencies within the district, a circular letter, setting out the main objections the society held with regard to the compulsory clauses, and requesting them to vote against the measure. The secretary also wrote to these members of Parliament requesting a personal interview, and steps were taken to approach the Sheffield Chamber of Commerce on the subject, but the matter was not proceeded with, the second reading being postponed to the autumn session, as the Bill was opposed, and in such autumn session the Bill was dropped. One great objection to the system of registry is the doubt cast on securities effected by deposit of the certificate of title, which is not a title deed, but merely evidence of an entry in the register book at the time it was given out, and other entries may have been subsequently made therein without the certificate being recalled. The thanks of the profession are due to the Incorporated and Associated Provincial Law Societies for the vigorous action they took in opposing the Bill, and it may be hinted to those of our members who are not already members of the Incorporated Law Society, that this is a striking instance of the value of such an institution, and the combined action which it can insure.

Miscellaneous points of practice.—The committee resolved that, on an assignment of leaseholds under an open contract, where a lessor's consent is needed and a fee has to be paid for obtaining such consent, it is a condition precedent to such assignment that the vendor should, at his own cost, obtain such consent, or pay the fee if the purchaser obtains the same.

On the question whether a mortgagor, selling land under the society's conditions, should give any covenant or undertaking as to safe custody of deeds, where the mortgagee retains the deeds and gives an acknowledgment, the committee decided that the point is not touched by the conditions of sale, but is left to be determined by the general law, and that the mortgagor should give a covenant in the old form instead of an undertaking.

The committee were of opinion that where property was advertised for sale by auction on a certain date, and sold privately prior to that date, the auctioneer was not entitled to more than £1 1s., the fee under the society's scale for an unsold lot, assuming that he had not performed any services in the matter which ought to be separately remunerated.

UNITED LAW SOCIETY.

Feb. 19—Mr. A. K. Common in the chair.—Mr. H. W. Marcus moved: "That in the opinion of this house the House of Commons is justified in refusing to accept the amendments introduced by the House of Lords into—(*a*) The Employers' Liability Amendment Bill, (*b*) The Parish Councils Bill." Mr. D. McMillan opposed, and ultimately, after Mr. Marcus had replied, the motion was put to the house in two parts, the first part (*a*) being lost by four votes and the second (*b*) by one vote.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Honours Examination.

January, 1894.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction:—

First Class.

[In order of Merit.]

Ernest Henry Foster, who served his clerkship with Mr. Walter Foster, of Leeds.

Arthur Stuart Legg, who served his clerkship with Mr. Alfred Jonas, of London.

Julius William Edwin Beardall, who served his clerkship with Mr. Theodore Lumley, of London.

Second Class.

[In Alphabetical Order.]

Allen Boothroyd, who served his clerkship with Mr. Robert Welsh, of Huddersfield.

Arthur Reginald Chorley, who served his clerkship with Messrs. Nelson, Barr, & Nelson, of Leeds and London.

Walter Grey Hart, who served his clerkship with Mr. Thomas Oxley Chapman, of the firm of Messrs. Bircham & Co., of London.

Edward Elvy Robb, who served his clerkship with Mr. Thomas Buss, of Tunbridge Wells.

Percival Brunsdon Walmsley, who served his clerkship with Mr. Joseph Carless, of Hereford; and Messrs. Marshall & Co., of London.

Third Class.

[In Alphabetical Order.]

Charles Gilbart Barber, who served his clerkship with Mr. Richard Albert Rundle, of the firm of Messrs. Rundle & Hobrow, of London.

Conrad Edward Dawson, who served his clerkship with Mr. Albert Edward Masters, of Weston-super-Mare; and Mr. John Frederick Murly, of Bristol; and Messrs. Vallance & Vallance, of London.

Henry Douglas Hughes Onslow, who served his clerkship with Messrs. Rowcliffes, Rawle, & Co., of London.

William Reginald Palgrave, who served his clerkship with Mr. Edward Palgrave Simpson, of Norwich; and Messrs. Godden, Son, & Holme, of London.

Montague James Raymond, who served his clerkship with the late Mr. Frank Herbert Tanner and Mr. John Montagu George Aine Luff, both of Wimborne; and Messrs. Peacock & Goddard, of London.

William Reed, who served his clerkship with Mr. Arthur Henry Lock, of Dorchester.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Foster—prize of the Honourable Society of Clement's-inn—value 10 guineas; and the Daniel Reardon prize—value about 25 guineas.

To Mr. Legg—prize of the Honourable Society of Clifford's-inn—value 10 guineas.

To Mr. Beardall—prize of the Honourable Society of New-inn—value 10 guineas.

To Mr. Reed—"The John Mackrell Prize"—value about £12 10s.

The council have given class certificates to the candidates in the second and third classes.

Sixty-nine candidates gave notice for the examination.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—Feb. 20—Mr. Kinipple in the chair.—The subject for debate was: "That the case of *Re Sheward* (1893, 3 Ch. 507) was wrongly decided." The following, amongst other cases, were referred to during the argument:—*Hurst* v. *Hurst* (21 Ch. D. 296), *Wilkinson* v. *Wilkinson* (3 Sw. 515), and *Gorringe* v. *Irwell India Rubber and Gutta Percha Works* (34 Ch. D. 763). Mr. A. W. Watson opened in the affirmative. Mr. A. M. Begg opened in the negative. The following members also spoke:—Messrs. Blagden, H. Harcourt, A. Clarke, Daniell, Hair, Arnould White, Neville Tebbutt, Pattinson, Nimmo, C. Curtis, and Wilde. Mr. Watson having replied, and the chairman having summed up, the motion was lost by one vote. The subject for debate at the next meeting of the society, on Tuesday, the 27th of February, is, "That, in the opinion of this society, the effect of trades unions upon the trade and prosperity of this country has been disastrous, and that legislation restricting the legality of combinations having for their object the arbitrary fixing of conditions of labour is imperatively called for."

Lord Justice Davey has consented to preside at the sixty-second anniversary festival dinner of the United Law Clerks' Society, which will take place at Cannon-street Hotel on Wednesday, June 13.

LEGAL NEWS.

APPOINTMENTS.

Mr. Montague Johnstone Muir Mackenzie, barrister, has been appointed Recorder of Sandwich, in the place of Judge Lumley Smith' resigned.

Mr. Albert Rowland Clubb, barrister, has been appointed Recorder of Deal, in the place of Mr. Muir Mackenzie.

Mr. F. Swinson, solicitor, of the firm of Shute & Swinson, 37, Bennett's-hill, Birmingham, has been appointed a Commissioner for Oaths. Mr. Swinson was admitted in 1884.

Mr. Henry Almond, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Almond was admitted in July, 1884.

GENERAL.

On Tuesday in the House of Commons Mr. Barrow asked the Attorney-General whether he could see his way at an early period of the new Session to introduce legislation making the registration compulsory of debenture bonds issued by limited liability companies, and the private assignments of book debts, whether by a limited company or a private trader, as was now done in the case of bills of sale. The Attorney-General replied that his attention had been called to the subject, and he would consult the Lord Chancellor upon it.

An exciting scene, says the Dublin correspondent of the *Times*, occurred on Tuesday in one of the Courts of the Queen's Bench Division. Mr. Justice Holmes refused a motion in which a certain Miss Catherine O'Sullivan was interested. She immediately rushed into court and attempted to address the judge, who decided that she should be removed. She resisted violently, and had to be carried out by constables. The judge afterwards allowed her to come in, and stated that if she remained quiet he would hear her after a little time, but she again began to abuse his lordship. It ultimately became necessary to remove her altogether from the building.

On the 15th inst., in the House of Commons, Mr. Powell Williams asked the Secretary of State for the Home Department whether his attention had been called to the charge delivered by the Lord Chief Justice to the grand jury at the recent Worcester Assizes, when his lordship stated that he had ordered that certain prisoners who had been committed to quarter sessions should be tried at those assizes, observing that judges had now come generally to the opinion that prisoners should not be committed over the assizes, and mentioning that at a recent meeting of Queen's Bench judges they were unanimously of opinion that the lapse of time was one of the special circumstances which the justices were justified in taking into account under the Assizes Relief Act; whether he would take steps to acquaint magistrates throughout the kingdom with this opinion of the judges as to the meaning to be attached to the words "special reasons" in section 1 of the Assizes Relief Act; and whether, in view of such opinion, he would bring in a Bill to repeal that Act. Mr. Asquith said: I am in communication with the Lord Chief Justice, and have asked him to favour me with an authoritative statement of the view which he is alleged to have expressed to the grand jury. When I receive his answer I will consider whether it is possible for me to take any and what action upon it.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Feb. 26	Mr. Lavie	Mr. Beal	Mr. Pemberton
Tuesday 27	Carrington	Pugh	Ward
Wednesday 28	Lavie	Beal	Pemberton
Thursday, March 1	Carrington	Pugh	Ward
Friday 2	Lavie	Beal	Pemberton
Saturday 3	Carrington	Pugh	Ward
	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, Feb. 26	Mr. Clowes	Mr. Leach	Mr. Farmer
Tuesday 27	Jackson	Godfrey	Rolt
Wednesday 28	Clowes	Leach	Farmer
Thursday, March 1	Jackson	Godfrey	Rolt
Friday 2	Clowes	Leach	Farmer
Saturday 3	Jackson	Godfrey	Rolt

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

Williams.—Feb. 15, at Eller Close, Beckenham, the wife of A. Clarke Williams, LL.D., barrister-at-law, of a son.

DEATH.

Brasier.—Feb. 12, at 7, Shalston villas, Surbiton-hill, John Henry Brasier, M.A. Trin. Coll. Cam., barrister-at-law, of Lincoln's-inn, aged 76.

WINDING UP NOTICES.

London Gazette.—Friday, Feb. 16.

JOINT STOCK COMPANIES.

Limited in Chancery.

African and General Exploring Co, Limited—Petn for winding up, presented Feb 12, directed to be heard on Feb 28. Hutchinson, 50, Lincoln's inn fields, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 27

Latimer Clark Muirhead & Co, Limited—Creditors are required, on or before May 16, to send their names and addresses, and particulars of their debts or claims, to James Worley, 27, Leadenhall st. Trinder & Capron, 47, Cornhill, solors for liquidator

Minerals Syndicate, Limited—Creditors are required, on or before March 31, to send their names and addresses, and particulars of their debts or claims, to William Ashbury Greene, 31, Bedford row

Postage Stamp Automatic Supply Co, Limited—Creditors are required, on or before March 20, to send their names and addresses, and particulars of their debts or claims, to Percy Mitchell, 29, St. Swithin's lane. Powell & Burt, St Swithin's lane, solors for liquidator

Yorkshire Fish Friers' Co-operative Society, Limited—Petn for winding up, presented Feb 9, directed to be heard on Feb 28. Emmet & Co, 14, Bloomsbury sq, agents for Wood, Leeds, solor for petitioning society. Notice of appearing must reach the abovenamed, Emmet & Co, not later than 6 o'clock in the afternoon of Feb 27

FRIENDLY SOCIETIES DISSOLVED.

All Saints' Protestant Benefit Society, All Saints' Schoolroom, Great Nelson st Liverpool. Feb 10

Epsom Mutual Friendly Society, Red Lion Inn, East st, Epsom. Feb 10

General Tradesmen's Society, Crown Inn, West Wrattling, Cambs. Feb 10

London Gazette.—Tuesday, Feb. 20.

JOINT STOCK COMPANIES.

Limited in Chancery.

London and Provincial Founders Syndicate, Limited—Petn for winding up, presented Feb 15, directed to be heard on Wednesday, Feb 28. Mackrell & Ward, 1, Walbrook, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 27

Martiny, Limited—Petn for winding up, presented Feb 13, directed to be heard on Feb 28. Blaker & Co, 117, Cannon st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 27

National Trust Syndicate, Limited—Creditors are required, on or before March 31, to send their names and addresses, and particulars of their debts or claims, to George Shead, 18, Laurence Pountney hill. Parker & Co, St Michael's Rectory, Cornhill, solors for liquidator

Newtown Aerated Waters and Bottled Beer and Porter Co, Limited—Creditors are required, on or before March 5, to send their names and addresses, and particulars of their debts or claims, to J. E. Thistle, Montgomery. Talbot & Watkins, solors for liquidator

Palace Theatre, Limited (Old Company)—Creditors are required, on or before April 2, to send their names and addresses, and particulars of their debts or claims, to Theodore Jermyn Ford, 12, King William st. Beyfus & Beyfus, 69, Lincoln's inn fields, solors for liquidator

Philip Morris & Co, Limited—Petn for winding up, presented Feb 13, directed to be heard on Feb 28. Stokes & Co, 21, Great St. Helen's. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 27

Trustees, Executors, and Securities Insurance Corporation, Limited—Petn for winding up, presented Feb 17, directed to be heard on Feb 28. Hollams & Co, Mincing lane, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 27

Trustees, Executors, and Securities Insurance Corporation, Limited—Petn for winding up, presented Feb 20, directed to be heard on Feb 28. Maddisons, 1, King's Arms yard, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 27

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Tuesday, Feb. 13.

Hammond, Philip, The Grange, Barnes, Breeches Maker March 12 Hammond v Hammond, Kekewich, J Rye & Eyre, Golden sq, Regent st

Hill, Dr. James, Stalybridge, Chester, Gent March 13 Hill v Hill, Registrar, Manchester Worden, Southport

Hird, William, Seaforth, nr Liverpool, Butcher March 13 Raw v Hird, Registrar, Liverpool Driffield, Liverpool

Wray, William George, Kirkham, Lancs, Stonemason March 13 Wray v Wray, Registrar, Preston Gaulter, Kirkham

London Gazette.—Friday, Feb. 16.

Berry, Benjamin, Shaw, Oldham March 16 Stafford v Berry, Registrar, Manchester Jackson, Oldham

Harris, Mary Elizabeth, Harrow on the Hill March 15 Smith v Harris, North, J Young, Mark lane

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Tuesday, Feb. 13.

Alcock, Joseph William, Kingston upon Hull, Licensed Victualler March 28 Adamson, Hull

Alcock, Samuel, Sheffield, Grocer Feb 26 Muir Wilson, Sheffield

Allitt, John, Banbury, Gent March 14 Pellatt, Banbury

Bentley, William, Manchester, Gent March 31 Farrar & Co, Manchester

Blackburn, Isabella, Sunnydale, Berks, Widow March 25 Tinson, Outer Temple

Brownie, John, Uxbridge March 17 Woodbridge & Sons, Uxbridge

Caird, Sir James, Queen's Gate gar, KCB March 12 Miller & Co, Telegraph st

Clarke, Isabella, Liverpool, Widow March 19 MacKay & Cornish, Liverpool

Cobb, William Preston, Acomb, York, Gent March 13 Holtby & Procter, York

Dayson, Charles William, Huddersfield, Commission Agent March 31 Johnson & Crook, Huddersfield

Edmondson, William Thomas, Liverpool, Rice Miller March 6 Laces & Co, Liverpool

Ellis, John Atwill, Mamhead, Devon, Yeoman March 15 Tozer & Co, Teignmouth

Elwes, Robert Hervey Monro, Ealing, Esq March 17 Harris & Co, Halstead

Fenton, Harriet, Warwick, Spinster March 24 Every, Honiton

Forbes, Isabella, Kensington, Widow March 31 Stevens, Queen Victoria st

Frampton, Jude, Southampton, Beer Retailer March 26 Mallett, Southampton

HARDING, Sir ROBERT PALMER, Wetherby gardens March 23 Kinsey & Co, Bloomsbury pl
HART, JAMES LEVY, Pembridge sq March 12 Byrne, Surrey st
HOLLIDAY, CHARLES, Hautot sur Seine, France, Gent March 14 Edell & Gordon, King st
HOMER, CHARLES JAMES, Hanley, Engineer April 1 Paddock & Sons, Hanley
HOWARD, SAMUEL, Latchford, Chester, Traveller March 15 Browne, Warrington
INGRAM, THOMAS, Plymouth, Gent March 10 Rooker & Co, Plymouth
MATTHIAS, MARTHA, Colwyn Bay, Spinster April 1 Nunn, Colwyn Bay
MIERS, JACOB, Wellington, New Zealand June 12 Halses & Co, Old Burlington st
MILLER, FREDERICK, Southampton st, Camberwell, Pianoforte Maker March 14 Wetherfield & Co, Gresham bldgs
MILLINGTON, MARY MARTHA, Leamington, Widow April 27 White, Huddersfield
MOORE, LORENZO, Kensington, Esq March 31 Robinson, Jermyn st
MOSS, NATHAN, Atherton, Lancs, Ironmonger March 20 Lewis Carr, Atherton
MOTT, MARIA HARRIOT, Southampton, Spinster March 24 Edgcombe & Co, Portsea
MOULTON, HORATIO, Bradford, Wilts, Esq March 13 Gibbs, Bath
NORMINGTON, ELLEN, Leeds, Widow March 10 Milling & Compston, Leeds
ROBERTS, ROBERT, Birkenhead, Gent March 22 Owen, Liverpool
ROMNEY, ELIZABETH, Colton, Lancaster, Spinster June 1 Jackson, Ulverston
RUSS, CHARLES, St John's Wood, Furrier March 24 Dod & Co, Berners st
SHADWELL, THOMAS MITCHELL, Langley, Gent March 10 [Busk & Mellor, Lincoln's inn fields
SMITH, HENRY, Birmingham, Butcher March 10 Cottrell & Son, Birmingham
STATHAM, AMOS, Coventry, Licensed Victualler March 18 Goate & Bullock, Coventry
STONE, JAMES, Hastings, Captain April 2 Corner & Co, Hereford
STUBBS, WILLIAM, Hanley April 1 Paddock & Sons, Hanley
TAYLOR, EMMA ELIZABETH, Braintree, Spinster March 24 Holmes, Braintree
TAYLOR, JOHN, Newcastle upon Tyne, Gent March 25 Dees & Thompson, Newcastle upon Tyne
TAYLOR, ROSELLIA, Rough Close, Stafford, Widow April 1 Paddock & Sons, Hanley
VIAL, ANN, Hackney, Widow March 25 Watson, Finsbury pavement
WALKER, JOHN BURNLEY, Golcar, Doctor March 12 Piercy, Huddersfield
WALLIS, WILLIAM, Brighton, Gentleman March 15 Topham, Brighton
WENT, MARY JANE, Great Malvern March 10 Ward, West Bromwich
WHITE, WILLIAM, Southport, Minister March 20 Mayhew & Co, Southport
WILLOUGHBY, JOSEPH, Sheffield, Butcher Feb 26 Wilson, Sheffield
WINTER, SENECA WILLIAM, Cockington, Devon, Clerk in Holy Orders March 1 Beale & Co, Birmingham

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 16.

RECEIVING ORDERS.

BARNES, WILLIAM HENRY, Birmingham, Shirtmaker Birmingham Pet Feb 14 Ord Feb 14
BECKHAM, JOHN THOMAS, Skeldergate, York, Antique Dealer York Pet Jan 25 Ord Feb 12
BRICKELL, JAMES, Plaistow, Builder High Court Pet Feb 12 Ord Feb 12
BROWNFOOT, AMOS, Leeds, Furniture Broker Leeds Pet Feb 13 Ord Feb 13
BROWNING, GEORGE HUXTABLE, Plymouth, Woollen Dealer Plymouth Pet Feb 13 Ord Feb 13
BURGOYNE, ANNE, Southwark High Court Pet Jan 23 Ord Feb 13
BUSSELL, ERNEST CURTIS, Crouch Hill, Agent High Court Pet Dec 18 Ord Feb 13
BUTCHER, JOSEPH, Saffron Walden, Baker Cambridge Pet Feb 14 Ord Feb 14
CAPPER, DANIEL JAMES, Hulme, Grocer Manchester Pet Jan 24 Ord Feb 14
CARR, WILLIAM, Osbaldwick, Yorks, Market Gardener York Pet Feb 13 Ord Feb 13
CARRICK, GEORGE THOMAS, Tunbridge Wells, Grocer Tunbridge Wells Pet Feb 10 Ord Feb 10
CAWSEY, THOMAS, Pontypridd, Mason Pontypridd Pet Feb 13 Ord Feb 13
CLAXTON, GEORGE THOMAS, Thavies inn, Solicitor Pet Jan 2 Ord Feb 13
DAVIES, AARON, Farmer Leominster Pet Jan 27 Ord Feb 14
DAVIES, D B, Upper Norwood High Court Pet Jan 9 Ord Feb 13
FREEDMAN, MARK, Yeadon, Tailor Leeds Pet Feb 13 Ord Feb 13
GEORGE, JOHN, Gt Yarmouth, Fish Hawker Gt Yarmouth Pet Feb 13 Ord Feb 13
GOODWIN, WALTER BROOKE, Birmingham, Shop Assistant Birmingham Pet Feb 12 Ord Feb 12
GOWLLAND, JOSEPH, Balham, Traveller Wandsworth Pet Feb 14 Ord Feb 14
GRIFFITHS, THOMAS ARTHUR, Dorrington, Auctioneer Shrewsbury Pet Feb 13 Ord Feb 13
HAINES, JAMES, Sunninghill, Plumber Kingston, Surrey Pet Feb 13 Ord Feb 13
HALL, WILLIAM, Leicester, Mechanic Leicester Pet Jan 31 Ord Feb 12
HARRISON, ALFRED, Adelphi High Court Pet Aug 17 Ord Jan 12
HEDGES, JAMES GEORGE, Pontypool, Auctioneer Newport, Mon Pet Feb 12 Ord Feb 12
HIRST, TOM BARBER, Gent Hereford Pet Feb 1 Ord Feb 14
HOLLAND, WILLIAMSON, Manchester, Cloth Merchant Manchester Pet Feb 14 Ord Feb 14
JAMES, THOMAS HUGH, Nantgared, Draper Carmarthen Pet Feb 13 Ord Feb 13
JONES, ENOCH JAMES, Finsbury sq bldgs, Merchant High Court Pet Feb 12 Ord Feb 12
JONES, H B, South Shields, Yeast Importer Newcastle on Tyne Pet Jan 29 Ord Feb 12
JONES, RICHARD, Dolgelly, Farmer Aberystwith Pet Feb 12 Ord Feb 12
LYNES, CHARLES, Gracechurch st, Tailor High Court Pet Jan 23 Ord Feb 14
MARTIN, EDWIN GEORGE, Cheltenham, Gasfitter Cheltenham Pet Feb 13 Ord Feb 13
MELSHEIMER, HENRY, Wood st, Licensed Victualler High Court Pet Feb 14 Ord Feb 14
MORDECAI, ZALIR MORRIS, and DAVID MORDECAI, Spitalfields, Fruit Merchants High Court Pet Jan 19 Ord Feb 12
NAPIER, FRANCIS GRAHAM, Manchester, Wine Merchant Manchester Pet Jan 24 Ord Feb 14
NICHOLSON, WALTER HARVEY, Edgware rd, Shoe Manufacturer High Court Pet Feb 14 Ord Feb 14
NORMAN, THOMAS JAMES, New Bond st, Upholsterer High Court Pet Jan 16 Ord Feb 14
NOTTON, HENRY, Gravesend, Hatter Rochester Pet Jan 25 Ord Feb 12
PHILIPS, H J, Cornhill, Insurance Agent High Court Pet Nov 29 Ord Feb 7
RAWLINSON, FRANCIS, Barrow in Furness, Iron Merchant Ulverston Pet Feb 13 Ord Feb 13
ROBERTS, EDWARD, Liverpool, Estate Agent Liverpool Pet Feb 14 Ord Feb 14
ROBERTS, JOHN, Cardiff, Builder Cardiff Pet Feb 12 Ord Feb 12
ROBSON, JOSEPH JOHN, Darlington, Tobacconist Stockton on Tees Pet Feb 13 Ord Feb 13
ROUTLEDGE, REGINALD G, Ludgate hill High Court Pet Dec 29 Ord Feb 12
ROWBERRY, JOHN, Abergwilly, Cattle Dealer Carmarthen Pet Feb 12 Ord Feb 12
ROWELL, CHARLES MICHAEL FISHER, Leicester Baker Leicester Pet Feb 12 Ord Feb 12
SPENCER, LOUISA, Burton on Trent, Licensed Victualler Derby Pet Feb 13 Ord Feb 13
STACEY, HENRY, Shepton Mallet, Carter Wells Pet Feb 12 Ord Feb 12
TASSELL, THOMAS FREDERICK, Rushden, Farmer Northampton Pet Feb 12 Ord Feb 12
WILSON, ERNEST HUBERT, Abchurch lane, Insurance Broker High Court Pet Jan 17 Ord Feb 12
WILSON, WILLIAM GORDON, King's Norton, Traveller Birmingham Pet Feb 14 Ord Feb 14
WOODS, DONALD GIBSON, Derby Derby Pet Feb 12 Ord Feb 12
WORSNOP, JAMES, Derby, Traveller Derby Pet Feb 13 Ord Feb 13
YOUNGMAN, WILLIAM WEBSTER, Stoke Newington rd, Butcher Edmonton Ord Feb 12

The following amended notice is substituted for that published in the London Gazette of Feb 13:—

SQUIRE, JOHN, Birmingham, Baker Birmingham Pet Jan 25 Ord Feb 9

FIRST MEETINGS.

ALLAN, GEORGE, Durham, Saddler Feb 23 at 3 Off Rec, 25, John st, Sunderland
ALLSOPP, TOM HILL, Worksop, Timber Merchant Feb 26 at 3 Off Rec, Figtree lane, Sheffield
BAILEY, CHARLES, Manchester, Fishmonger Feb 23 at 3 Ogden's chmbrs, Bridge st, Manchester
BEAUMONT, MATTHEW, Sheffield, Ironmonger Feb 26 at 3.30 Off Rec, Figtree lane, Sheffield
BECKHAM, JOHN THOMAS, York, Antique Dealer Feb 27 at 12.30 Off Rec, 28, Stonegate, York
BLAINE, Sir SEYMOUR I, Duke st Feb 27 at 2.30 Bankruptcy bldgs, Carey st
BRIGHTMAN, RICHARD ISAAC, Bristol, Boot Manufacturer Feb 28 at 12 30 Off Rec, Bank chmbrs, Corn st, Bristol
CARR, WILLIAM, Osbaldwick, Market Gardener Feb 26 at 12.30 Off Rec, 28, Stonegate, York
CASS, FREDERIC, Dover Feb 23 at 11 Off Rec, 73, Castle st, Canterbury
CLARK, GEORGE, Gt Grimsby, Butcher Feb 24 at 11 Off Rec, 15, Osborne st, Gt Grimsby
CROMACK, ALFRED, and WILLIAM BATHURST, Hemel Hempstead, Oilmen Feb 26 at 12 George Annesley, Verulam st, St Albans
DAVIS, HENRY EDWARD, Southampton bldgs, Licensed Victualler Feb 23 at 2.30 Bankruptcy bldgs, Carey st
FROST, ELIJAH, London Colney, Herts, Machinist Feb 26 at 1 George Annesley, Verulam st, St Albans
GRAY, EDWIN, Leamington, Carpenter Feb 23 at 11.30 Off Rec, 17, Hertford st, Coventry
GREEN, CHARLES, Andover, Jeweller Feb 24 at 11.30 Off Rec, Salisbury
HALL, HENRY, Kingston upon Hull, Bank Clerk Feb 24 at 11 Off Rec, Trinity House lane, Hull
HAMPSON, THOMAS, Ellesmere, Farmer Feb 27 at 12.15 Bridgewater Hotel, Ellesmere
HAYHURST, HENRY, Preston, Hotel Keeper Feb 23 at 3 Off Rec, 14, Chapel st, Preston
HEINE, GEORGE PETER, Jermyn st, Gentleman Feb 23 at 12 Bankruptcy bldgs, Carey st
INGRAM, HARRY, Winslow, Milkseller Feb 26 at 12 1, St Aldate's, Oxford
IRVING, EDWARD LAWSON, Carlisle, Manure Merchant Feb 23 at 12 12, Lonsdale st, Carlisle
JARRETT, JOSEPH, Wellesbourne, Farmer Feb 23 at 12 Off Rec, 17, Hertford st, Coventry
JONES, ENOCH JAMES, Finsbury square bldgs, Merchant Feb 27 at 12 Bankruptcy bldgs, Carey st
JONES, JOHN ROBERT, Bethesda, Carnarvon, Boot Dealer Feb 23 at 2.30 Crypt chmbrs, Chester
KELLAND, WILLIAM HENRY, Barnstaple, Gent Feb 24 at 11 Off Rec, 5a, Hammet st, Taunton
MACGREGOR, ALEXANDER DONALD, Pwllheli, Carnarvon, Lieut Col Feb 26 at 2 Off Rec, Bankruptcy bldgs, Carey st
MARSHALL, GEORGE HENRY, Normanton, Coal Miner Feb 23 at 11 Off Rec, Bond ter, Wakefield
MAYER, JOHN, Kilburn, Provision Merchant Feb 26 at 12 Bankruptcy bldgs, Carey st
MEEDS, ANITE, Anerley, Draper March 8 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
MITCHELL, JONAS, Leeds, Oil Merchant Feb 26 at 11 Off Rec, 22, Park row, Leeds
MORDECAI, ZALIR MORRIS, and DAVID MORDECAI, Spitalfields, Fruit Merchants Feb 26 at 2.30 Bankruptcy bldgs, Carey st
NOTTON, HENRY, Gravesend, Hatter March 5 at 11.30 Off Rec, Rochester
REYNALLT, ELIZABETH, Brynmawr, Grocer Feb 26 at 3 Off Rec, 65, High st, Merthyr Tydfil
ROGERS BROTHERS, Pimlico, Ironmongers Feb 28 at 12 Bankruptcy bldgs, Carey st
ROWE, MARK, Wigan, Schoolmaster Feb 23 at 10.30 16, Wood st, Bolton
SHELLY, JOHN FREDERICK, Mincing lane, Tea Broker Feb 23 at 11 Bankruptcy bldgs, Carey st
SILVERWOOD, LEONARD, Keighley, Fruiterer Feb 26 at 11 Off Rec, 31, Manor row, Bradford
SMITH, REGINALD, Sinclair rd, Mercantile Clerk Feb 23 at 2.30 Bankruptcy bldgs, Carey st
SPIERS, SAMUEL, Liverpool, Grocer Feb 26 at 2.30 Off Rec, 35, Victoria st, Liverpool
SPOKES, GEORGE ANTHONY, Northampton, Engineer Feb 24 at 12.30 County Court, Northampton
STANIFORD, HENRY WILLIAM, Fenny Stratford, Builder Feb 24 at 1.15 County Court, Northampton
WATERWORTH, WILLIAM, Newton Common, Builder Mar 16 at 11.15 Court house, Upper Bank st, Warrington

ADJUDICATIONS.

BAILEY, JOHN, and THOMAS FAIRBANK HODGSON, Darlington, Drapers Stockton on Tees Pet Nov 4 Ord Feb 12
BROWN, ROBERT FREDERICK, Sheffield, Provision Merchant Sheffield Pet Dec 26 Ord Feb 13
BROWNFOOT, AMOS, Leeds, Furniture Broker Leeds Pet Feb 13 Ord Feb 13
BROWNING, GEORGE HUXTABLE, Plymouth, Woollen Dealer Plymouth Pet Feb 12 Ord Feb 13
BUTCHER, JOSEPH, Saffron Walden, Baker Cambridge Pet Feb 14 Ord Feb 14
CARR, WILLIAM, Osbaldwick, Market Gardener York Pet Feb 13 Ord Feb 13
CAWSEY, THOMAS, Pontypridd, Mason Pontypridd Pet Feb 13 Ord Feb 13
CODRINGTON, RICHARD PERCY JOHN, Hounslow, Captain Brentford Pet Dec 30 Ord Feb 10
COOKE, WALTER, Wimbledon, Grocer Kingston, Surrey Pet Jan 9 Ord Feb 12
DE VECCHI, S E, Regent's pk High Court Pet Dec 21 Ord Feb 14
DINNAGE, WALTER ELLIS, Littlehampton, Hairdresser Brighton Pet Feb 10 Ord Feb 13
FREEDMAN, MARK, Yeadon, Tailor Leeds Pet Feb 13 Ord Feb 13
FULFORD, WILLIAM JAMES, Stourbridge, Licensed Victualler Stourbridge Pet Jan 22 Ord Jan 24
GEORGE, JOHN, Gt Yarmouth, Fish Hawker Gt Yarmouth Pet Feb 13 Ord Feb 13
GOWLLAND, JOSEPH, Balham, Traveller Wandsworth Pet Feb 14 Ord Feb 14
GRIFFIN, JAMES THEODORE, Hampstead, out of business High Court Pet Dec 14 Ord Feb 12
GRIFFITHS, THOMAS ARTHUR, Dorrington, Auctioneer Shrewsbury Pet Feb 13 Ord Feb 13
HADWIN, HARRY, JAMES HENRY TAYLOR, and ERNEST WILLIAM AUTEY, Huddersfield, Timber Merchants Huddersfield Pet Jan 25 Ord Feb 12
HAINES, JAMES, Sunninghill, Berks, Plumber Kingston, Surrey Pet Feb 12 Ord Feb 13
HEDGES, JAMES GEORGE, Pontypool, Auctioneer Newport, Mon Pet Feb 12 Ord Feb 12
HOLLAND, WILLIAMSON, Manchester, Cloth Merchant Manchester Pet Feb 14 Ord Feb 14
INGRAM, HARRY, Winslow, Milkseller Banbury Pet Feb 2 Ord Feb 13
IRVING, EDWARD LAWSON, Carlisle, Seed Merchant Carlisle Pet Feb 3 Ord Feb 12
JAMES, THOMAS HUGH, Nantgaredig, Carmarthen, Draper Carmarthen Pet Feb 13 Ord Feb 13
JONES, ENOCH JAMES, Finsbury square bldgs, Merchant High Court Pet Feb 12 Ord Feb 12
JONES, RICHARD, Dolgelly, Farmer Aberystwyth Pet Feb 12 Ord Feb 8
MARTIN, EDWIN GEORGE, Cheltenham, Gasfitter Cheltenham Pet Feb 13 Ord Feb 13
MARTIN, SAMUEL PENNY, Yatton, Boot Maker Bristol Pet Feb 8 Ord Feb 12

MAYER, JOHN, Kilburn, Provision Merchant High Court Pet Feb 7 Ord Feb 12
NICHOLSON, WALTER HARVEY, Edgware rd, Boot Manufacturer High Court Pet Feb 14 Ord Feb 14
NOTTON, HENRY, Gravesend, Hatter Rochester Pet Jan 30 Ord Feb 12
NIXON, SAMUEL, Burton on Trent, Innkeeper High Court Pet Dec 5 Ord Feb 14
POPE, FREDERIC, London st, Company Promoter High Court Pet Sept 4 Ord Feb 14
RAINEY, LYDIA JANE, Southport, Draper Liverpool Pet Feb 7 Ord Feb 13
ROBERTS, JOHN, Cardiff, Builder Cardiff Pet Feb 12 Ord Feb 12
ROBSON, JOSEPH JOHN, Darlington, Tobacconist Stockton on Tees Pet Feb 12 Ord Feb 13
ROGERS, WILLIAM EDWARD SAMUEL, St George, Commission Agent Bristol Pet Jan 30 Ord Feb 13
ROWELL, CHARLES MICHAEL FISHER, Leicester, Baker Leicester Pet Feb 11 Ord Feb 12
SPENCER, LOUISA, Burton on Trent, Licensed Victualler Derby Pet Feb 12 Ord Feb 13
STACEY, HENRY, Shepton Mallet, Carter Wells Pet Feb 12 Ord Feb 12
STAMFORD, HENRY WILLIAM, Fenny Stratford, Builder Northampton Pet Jan 20 Ord Feb 10
STEVENS, DAVID, Tebworth, Beds, Timber Merchant Luton Pet Feb 8 Ord Feb 12
TASSELL, THOMAS FREDERICK, Rushden, Farmer Northampton Pet Feb 12 Ord Feb 12
VOYLE, JAMES, Haverfordwest, Tailor Pembroke Dock Pet Feb 3 Ord Feb 12
WATERWORTH, WILLIAM, Newton Common, Builder Warrington Pet Jan 19 Ord Feb 13
WEEKES, WILLIAM CHARLES CAWDELL, Landport, Livery Stable Keeper Eastbourne Pet Jan 25 Ord Feb 14
WHITOSKY, SOLOMON, Heneage st, Clothier High Court Pet Jan 11 Pet Feb 9
WOODS, DONALD GIBSON, Derby Derby Pet Feb 10 Ord Feb 12

London Gazette—TUESDAY, Feb. 20.

RECEIVING ORDERS.

ADAMS, JOHN, Clacton on Sea, Outfitter Colchester Pet Feb 1 Ord Feb 14
ASHTON, RICHARD, Wigan, Painter Wigan Pet Feb 16 Ord Feb 16
BADGER, WILLIAM HENRY, Bridgwater, Plumber Bridgwater Pet Feb 17 Ord Feb 17
BEALEY, CHARLES WILLIAM, Gt Grimsby, Smack Owner Gt Grimsby Pet Feb 16 Ord Feb 16
BEGG, GEORGE, Hexton, Herts, Farmer Luton Pet Feb 17 Ord Feb 17
BESANT, ALBERT, Portsea, Solicitor Portsmouth Pet Feb 14 Ord Feb 14
BOOTH, WILLIAM ERNEST, Ventnor, Baker Newport Pet Feb 14 Ord Feb 14
CHADWICK, ELEANOR, Stretford Salford Pet Feb 17 Ord Feb 17
CLEMENT, THOMAS, Swansea, Cabinet Maker Swansea Pet Feb 15 Ord Feb 15
COLLINGS, EDWARD FRANCIS, Torquay, Boarding house Keeper Exeter Pet Feb 12 Ord Feb 12
COOMBS, JOHN, Oxford, Restaurant Keeper Oxford Pet Feb 17 Ord Feb 17
COX, ARTHUR, Leeds, Grocer Leeds Pet Feb 15 Ord Feb 15
CROSSLEY, JOSEPH, Dewsbury, Mason Dewsbury Pet Feb 14 Ord Feb 14
CUSKER, JOSEPH VINCENT, Liverpool, Mercantile Clerk Liverpool Pet Feb 17 Ord Feb 17
DICKS, LEOPOLD, Southwark, Merchant Tailor High Court Pet Feb 15 Ord Feb 15
EASTER, HERBERT, Bourne, Lincs, Plumber Peterborough Pet Feb 17 Ord Feb 17
EMERY, WILLIAM JAMES, Southsea, Auctioneer Portsmouth Pet Feb 13 Ord Feb 13
FIRTH, FREDERICK JOHN, Sheffield, Painter Sheffield Pet Feb 16 Ord Feb 16
FITZCLARENCE, W G, Brighton Brighton Pet Jan 31 Ord Feb 15
FOUNTAIN, EDWARD, Leeds, Yorks, Lithographer Leeds Pet Feb 14 Ord Feb 14
FRASER, WILLIAM, Merthyr Tydfil Merthyr Tydfil Pet Feb 16 Ord Feb 16
HALLETT, ALBERT ALEXANDER, Bridgwater, Pianoforte Tuner Bridgwater Pet Feb 16 Ord Feb 16
HAMMOND, ALFRED, Leeds, Engraver Leeds Pet Feb 16 Ord Feb 16
HAZELL, THOMAS BENJAMIN, Stanway, Essex, Schoolmaster Colchester Pet Feb 19 Ord Feb 17
HOWELL, GRIFFITH, Kenfig Hill, Glam, Builder Cardiff Pet Feb 16 Ord Feb 16
HURWORTH, JAMES, Leeds, Cabinet Maker Leeds Pet Feb 14 Ord Feb 14
HUTCHINSON, ARTHUR JAMES, Birmingham, Baker Birmingham Pet Feb 15 Ord Feb 15
JOHNSON, MICHAEL RAINE, Darlington, Farmer Stockton on Tees Pet Feb 14 Ord Feb 14
JONES, ARTHUR FREDERICK, Margate, retired Col Canterbury Pet Jan 5 Ord Feb 16
KIRTON, WILLIAM, Poplar, Saw Mill Owner High Court Pet Feb 16 Ord Feb 16
LANGFORD, ALBERT LIONEL WATSON, Cambridge, Fishmonger Cambridge Pet Feb 17 Ord Feb 17
LARTER, FREDERICK, Harrow Weald, Builder St Alban's Pet Feb 14 Ord Feb 14
LOCKWOOD, JAMES, Epworth, Lincs, Farmer Sheffield Pet Feb 3 Ord Feb 15
LONG, WALTER EDWARD LEOPOLD, Bradford, Wilts, Stone Merchant Bath Pet Feb 15 Ord Feb 15
MACLEOD, JOHN ROBERT, Oxford st, Publican High Court Pet Feb 16 Ord Feb 16
MEE, MARTHA, Church Gresley, Grocer Burton on Trent Pet Feb 17 Ord Feb 17
MITCHELL, STEPHEN, Leeds, Oculist Leeds Pet Feb 15 Ord Feb 15
MORRIS, JOSEPH, Newnham, Coal Dealer Winchester Pet Feb 16 Ord Feb 16
OWENS, PRICE JAMES, Merthyr Tydfil, Greengrocer Merthyr Tydfil Pet Feb 16 Ord Feb 16
PHIPPS, JOHN, Claverdon, Farmer Warwick Pet Feb 16 Ord Feb 16
PORTER, MORGAN LEWIS, Ferndale, Glam, Coalminer Pontypridd Pet Feb 15 Ord Feb 15
PROCTER, JAMES SAMUEL, Bradford, Builder Bradford Pet Feb 14 Ord Feb 14
REUSSNER, KARL ALEXANDER, Camberwell, Club Caterer High Court Pet Feb 16 Ord Feb 16
SLICER, EDMUND, Bradford Bradford Pet Feb 14 Ord Feb 14
STEVEN, ROBERT, Leeds, Builder Leeds Pet Jan 14 Ord Jan 30
THOMSON, JOHN, Birkdale, Straw Dealer Liverpool Pet Feb 13 Ord Feb 16
TURNHAM, THOMAS, Cannon st rd, Licensed Victualler High Court Pet Feb 15 Ord Feb 15
WALKER, EDWARD JOSHUA, Cossington, Gent Leicester Pet Feb 1 Ord Feb 15
WALKER, JAMES HARKER, Feetham, Yorks, Miner Northallerton Pet Feb 15 Ord Feb 15
WATTS, WILLIAM, Sandgate, Hotel Keeper Canterbury Pet Feb 16 Ord Feb 16
WILLIAMS & Co, HARRY, Leadenhall st High Court Pet Jan 24 Ord Feb 15
WOODWARD, GEORGE, Northill, Beds, Farmer Bedford Pet Feb 17 Ord Feb 17

FIRST MEETINGS.

ASHTON, RICHARD, Wigan, Painter Feb 27 at 10 Court house, King st, Wigan
BANKS, GEORGE, Chingford, Farmer Feb 27 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
BLAKE, WALTER, Clapham, Beershop Keeper Feb 28 at 12.30 24, Railway approach, London Bridge
BOOTH, WILLIAM ERNEST, Ventnor, Baker Feb 28 at 11 19, Quay st, Newport, I W
BOWEN, JAMES HOLIDAY, Kingston upon Hull, Poultry Dealer Feb 28 at 11 Off Rec, Trinity House lane, Hull
BRACHER, HENRY JOHN, Boscombe, Builder Feb 27 at 1 Off Rec, Salisbury
BROWNFOOT, AMOS, Leeds, Furniture Broker Feb 28 at 11 Off Rec, 22, Park row, Leeds
BROWNING, GEORGE HUXTABLE, Plymouth, Woollen Dealer Feb 28 at 11 10, Athenæum ter, Plymouth
BURGOYNE, ANNE, Borough rd, Collar Manufacturer Feb 27 at 11 Bankruptcy bldgs, Carey st
BURNS, DAVID, Penrhiwceiber, Glam, Traveller Mar 1 at 12 Off Rec, 65, High st, Merthyr Tydfil
BUTCHER, JOSEPH, Saffron Walden, Baker Mar 2 at 12 Off Rec, 5, Petty Cury, Cambridge
COLLINGS, EDWARD FRANCIS, Torquay, Boarding house Keeper Feb 27 at 11 The Castle, Exeter
COOK, ROBERT TOMLINSON, Higham, Cotton Manufacturer Feb 27 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
DAVISON, WILLIAM NEWTON, and ROBERT GEORGE DAVISON, Darlington, Engineers Feb 28 at 3 Off Rec, 8, Albert rd, Middlesborough
ENSOR, WILLIAM, Birmingham, Furniture Dealer Mar 1 at 11 23, Colmore row, Birmingham
GRIFFITHS, THOMAS ARTHUR, Dorrington, Auctioneer Feb 27 at 11.30 Off Rec, Shrewsbury
HALL, WILLIAM, Leicester, Mechanic Feb 28 at 12.30 Off Rec, 1, Berridge st Leicester
HEDGES, JAMES GEORGE, Pontypool, Auctioneer Feb 28 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
HURWORTH, JAMES, Leeds, Cabinet Maker Feb 28 at 12 Off Rec, 22, Park row, Leeds
JONES, DAVID, Ferndale, Glam, Collier Mar 1 at 3 Off Rec, 65, High st, Merthyr Tydfil
KIRK, ARTHUR WILLIAM, Nottingham, Tailor Feb 27 at 12 Off Rec, St Peter's Church walk, Nottingham
KIRTON, WILLIAM, Poplar, Saw Mill Owner Feb 27 at 2.30 Bankruptcy bldgs, Carey st
LONG, WALTER EDWARD LEOPOLD, Bradford, Wilts, Stone Merchant Feb 28 at 1.15 Off Rec, Bank chmbrs, Corn st, Bristol
LYDGATE, ROBERT, Hastings, Schoolmaster March 5 at 12 Young & Sons, Bank bldgs, Hastings
LYNES, CHARLES, Maida vale, Tailor Feb 28 at 12 Bankruptcy bldgs, Carey st
MARTIN, EDWIN GEORGE, Cheltenham, Gasfitter March 1 at 4 County Court, Cheltenham
MELSHEIMER, HENRY, Wood st, Licensed Victualler Feb 27 at 11 Bankruptcy bldgs, Carey st
MOSS, DENNIS WILLIAM, Ripon, Cabinet Maker Feb 28 at 3 Off Rec, Bank chmbrs, Batley
NEWMAN, ALFRED WALTER, Bournemouth Feb 27 at 12.30 Off Rec, Salisbury
NICHOLSON, WALTER HARVEY, Edgware rd, Boot Manufacturer Feb 28 at 2.30 Bankruptcy bldgs, Carey st
NORMAN, THOMAS JAMES, New Bond st, Upholsterer March 1 at 2.30 Bankruptcy bldgs, Carey st
PHILIPS, H J, Egerton gdns Feb 28 at 11 Bankruptcy bldgs, Carey st
RAWLINSON, FRANCIS, Barrow in Furness, Iron Merchant Feb 27 at 12 Off Rec, 16, Cornwallis st, Barrow in Furness
RICHARDS, HENRY, Birmingham, Butcher Feb 28 at 11 23, Colmore row, Birmingham
ROBERTS, EDWARD, Liverpool, Estate Agent March 2 at 2 Off Rec, 35, Victoria st, Liverpool
RODNEY, CHARLES MATHEW, Waterloo rd Mar 1 at 12 Bankruptcy bldgs, Carey st
ROGERSON, SOPHIA, Mornington rd, Widow March 5 at 12.30 Young & Sons, Bank bldgs, Hastings
ROWBERRY, JOHN, Abergwilly, Cattle Dealer Feb 27 at 11 Off Rec, 11, Quay st, Carmarthen
ROWELL, CHARLES MICHAEL FISHER, Leicester, Baker Feb 27 at 12.30 Off Rec, 1, Berridge st, Leicester
SALTER, ALFRED, Ladywell, Financial Agent Feb 28 at 11.30 24, Railway app, London Bridge
SAUNDERS, EDWIN, Canning Town, Baker March 2 at 2.30 Bankruptcy bldgs, Carey st
STACEY, HENRY, Shepton Mallet, Carter Feb 28 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
STEVENS, DAVID, Tebworth, Bedford, Timber Merchant Feb 28 at 12 Off Rec, St Paul's sq, Bedford
TILLMORE & Co, Leadenhall st, Steamship Owners Feb 28 at 2.30 Bankruptcy bldgs, Carey st
TONGUE, JOSEPH, Brixton rd, Schoolmaster March 1 at 2.30 Bankruptcy bldgs, Carey st
WALKER, EDWARD JOSHUA, Cossington, Gent March 1 at 12.30 Off Rec, 1, Berridge st, Leicester
WALL, JOSEPH, Bexhill, Builder Feb 27 at 12.30 Off Rec, 24, Railway app, London Bridge

ADJUDICATIONS.

ALLEN, DAVID, Leicester, Boot Manufacturer Leicester Pet Jan 2 Ord Feb 15
ASHTON, RICHARD, Wigan, Painter Wigan Pet Feb 16 Ord Feb 16
BADGER, WILLIAM HENRY, Bridgwater, Plumber Bridgwater Pet Feb 17 Ord Feb 17
BANKS, GEORGE, Chingford, Farmer Edmonton Pet Feb 6 Ord Feb 14
BEALEY, CHARLES WILLIAM, Gt Grimsby, Smack Owner Gt Grimsby Pet Feb 16 Ord Feb 16
BEGG, GEORGE, Hexton, Herts, Farmer Luton Pet Feb 17 Ord Feb 17
BESANT, ALBERT, Portsea, Solicitor Portsmouth Pet Feb 14 Ord Feb 14
BOOTH, WILLIAM ERNEST, Ventnor, Baker Ryde Pet Feb 14 Ord Feb 14
BOTTERILL, ALFRED COUPLAND, Treharris, Licensed Victualler Merthyr Tydfil Pet Feb 6 Ord Feb 14
BRADBURY, JAMES ALBERT, and ARTHUR BRADBURY, Bradford, Fruit Merchants Bradford Pet Jan 29 Ord Feb 17
BRICKELL, JAMES, Plaistow, Builder High Court Pet Feb 12 Ord Feb 15
BUCKLER, THOMAS WARE, Covent Garden High Court Pet Dec 20 Ord Feb 15
CAPPER, DANIEL JAMES, Hulme, Grocer, Manchester Pet Jan 24 Ord Feb 15
CARRICK, GEORGE THOMAS, Tunbridge Wells, Grocer Tunbridge Wells Pet Feb 10 Ord Feb 14
COLLINGS, EDWARD FRANCIS, Torquay, Boarding house Keeper Exeter Pet Feb 12 Ord Feb 14
COOMBS, JOHN, Oxford, Restaurant Keeper Oxford Pet Feb 17 Ord Feb 17
COX, ARTHUR, Leeds, Grocer Leeds Pet Feb 15 Ord Feb 15
CROSSLEY, JOSEPH, Dewsbury, Mason Dewsbury Pet Feb 14 Ord Feb 14
CUSKER, JOSEPH VINCENT, Liverpool, Clerk Liverpool Pet Feb 17 Ord Feb 17
DICKS, LEOPOLD, Southwark, Merchant Tailor High Court Pet Feb 15 Ord Feb 15
EASTER, HERBERT, Bourne, Lincs, Plumber Peterborough Pet Feb 17 Ord Feb 17
FIRTH, FREDERICK JOHN, Sheffield, Painter Sheffield Pet Feb 15 Ord Feb 16
FOUNTAIN, EDWARD, Leeds, Lithographer Leeds Pet Feb 14 Ord Feb 14
FRASER, WILLIAM, Merthyr Tydfil Merthyr Tydfil Pet Feb 16 Ord Feb 16
HALLETT, ALBERT ALEXANDER, Bridgwater, Pianoforte Tuner Bridgwater Pet Feb 16 Ord Feb 16
HAMMOND, ALFRED, Leeds, Engraver Leeds Pet Feb 16 Ord Feb 16
HAZELL, THOMAS BENJAMIN, Stanway, Schoolmaster Colchester Pet Feb 15 Ord Feb 17
HODDER, ROBERT, Portland, Contractor Dorchester Pet Jan 31 Ord Feb 15
HOWELL, GRIFFITH, Kenfig Hill, Glam, Builder Cardiff Pet Feb 16 Ord Feb 16
HURWORTH, JAMES, Leeds, Cabinet Maker Leeds Pet Feb 14 Ord Feb 14
JACOBS, SIM, Aldersgate st, Hat Merchant High Court Pet Jan 17 Ord Feb 17
JOHNSON, MICHAEL RAINE, Darlington, Farmer Stockton on Tees Pet Feb 14 Ord Feb 14
KIRTON, WILLIAM, Poplar, Saw Mill Owner High Court Pet Feb 16 Ord Feb 17
LANGFORD, ALBERT LIONEL WATSON, Cambridge, Fishmonger Cambridge Pet Feb 17 Ord Feb 17
LOCKWOOD, JAMES, Epworth, Farmer Sheffield Pet Feb 3 Ord Feb 16
LONG, WALTER EDWARD LEOPOLD, Bradford, Wiltshire, Stone Merchant Bath Pet Feb 15 Ord Feb 15
LUCAS, GEORGE, Camberwell, Upholsterer High Court Pet Jan 30 Ord Feb 15
MACLEOD, JOHN ROBERT, Oxford st, late Publican High Court Pet Feb 16 Ord Feb 16
MEE, MARTHA, Church Gresley, Grocer Burton on Trent Pet Feb 17 Ord Feb 17
MELSHEIMER, HENRY, Wood st, Licensed Victualler High Court Pet Feb 14 Ord Feb 17
MILLAR, WILLIAM, Mincing lane, Merchant High Court Pet Jan 30 Ord Feb 15
MORDECAI, ZALIE MORRIS, and DAVID MORDECAI, Spitalfields, Fruit Merchants High Court Pet Jan 19 Ord Feb 15
MORRIS, JOSEPH, Newnham, Coal Dealer Winchester Pet Feb 16 Ord Feb 16
NEWMAN, ALFRED WALTER, Bournemouth Poole Pet Jan 22 Ord Feb 16
OWENS, PRICE JAMES, Methyr Tydfil, Greengrocer Merthyr Tydfil Pet Feb 16 Ord Feb 16
PASH, HENRY, Margate, Bootmaker Canterbury Pet Jan 6 Ord Feb 16
PETTY, FRANCIS, Reading, Dentist Reading Pet Dec 21 Ord Feb 15
PHIPPS, JOHN, Claverdon, Farmer Warwick Pet Feb 15 Ord Feb 16
PORTER, MORGAN LEWIS, Ferndale, Glam, Coal Miner Pontypridd Pet Feb 15 Ord Feb 15
PROCTER, JAMES SAMUEL, Bradford, Builder Bradford Pet Feb 14 Ord Feb 14

ROBERTS, EDWARD, Liverpool, Estate Agent Liverpool Pet Feb 14 Ord Feb 16
RUSSELL, GEORGE, Tunbridge Wells, Builder Tunbridge Wells Pet Nov 13 Ord Feb 14
SLICER, EDMUND, Bradford, Stuff Merchant Bradford Pet Feb 13 Ord Feb 14
TAYLOR, GEORGE, Tulse Hill, Oilman High Court Pet Jan 29 Ord Feb 15
THOMSON, JOHN, Birkdale, Straw Dealer Liverpool Pet Feb 12 Ord Feb 16
TURNHAM, THOMAS, Cannon street rd, Licensed Victualler High Court Pet Feb 15 Ord Feb 15
WALLER, JAMES HARKER, Reeth, Yorks, Miner Northallerton Pet Feb 15 Ord Feb 15
WATERS, HENRY CHARLES, Kingswood Hill, Grocer Bristol Pet Feb 7 Ord Feb 17
WHITE, EDWIN JOHN, Gray's inn rd High Court Pet Nov 14 Ord Feb 15
WILLARD, CHARLES GRANTHAM, St Leonards on Sea Hastings Pet Nov 17 Ord Nov 23
WOOD, ARTHUR, Blackpool, Clothier Gloucester Pet Aug 3 Ord Feb 16
WOODWARD, GEORGE, Northill, Beds, Market Gardener Bedford Pet Feb 17 Ord Feb 17

SALES OF ENSUING WEEK.

Feb. 28.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Ground-rent and Freehold Block of Buildings (see advertisement, Feb. 3, p. 4).

March 1.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2 o'clock, Reversions, Life Interests, Life Policies, and Shares (see advertisement, this week, p. 3).

March 2.—Messrs. GREEN & SON, at the Mart, E.C., at 1 for 2 o'clock, Freehold Properties—*re* House and Land Investment Trust, Limited—(see advertisement, this week, p. 3).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, *which includes Indexes, Digests, Statutes, and Postage*, 52*s*. WEEKLY REPORTER, *in wrapper*, 26*s*.; *by Post*, 28*s*. SOLICITORS' JOURNAL, 26*s*. 0*d*.; *by Post*, 28*s*. 0*d*. *Volumes bound at the office—cloth*, 2*s*. 9*d*., *half law calf*, 5*s*. 6*d*.

SALES BY AUCTION FOR THE YEAR 1894.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

1894.

Tuesday, Feb. 27	Tuesday, May 22	Tuesday, July 31
Tuesday, March 6	Tuesday, May 29	Tuesday, Aug. 7
Tuesday, March 13	Tuesday, June 5	Tuesday, Aug. 14
Tuesday, March 20	Tuesday, June 12	Tuesday, Aug. 21
Tuesday, April 3	Tuesday, June 19	Tuesday, Oct. 2
Tuesday, April 10	Tuesday, June 26	Tuesday, Oct. 16
Tuesday, April 17	Tuesday, July 3	Tuesday, Oct. 30
Tuesday, April 24	Tuesday, July 10	Tuesday, Nov. 13
Tuesday, May 1	Tuesday, July 17	Tuesday, Dec. 4
Tuesday, May 8	Tuesday, July 24	

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

Valuable Absolute Reversion to One Moiety of £26,666 13*s*. 4*d*. India Three per Cent. Stock, receivable on the death of a married lady born on August 6, 1821. All duty has been paid.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER will SELL the above, at the MART, on TUESDAY, MARCH 13, at TWO.

Particulars of Messrs. Tathams & Pym, Solicitors, 3, Frederick's-place, Old Jewry; and of the Auctioneers, No. 80, Cheapside.

CHELSEA.

First-class Freehold Ground-rents, amounting to £650 per annum (in two collections), abundantly secured upon a handsome block of superior residential flats, Nos. 61 to 80 (inclusive), Cheyne-court, Queen's-road, Chelsea, substantially constructed, having a good architectural elevation, and well circumstanced with regard to light and air. The property occupies an excellent position, in a favourite, rapidly improving, and well-occupied residential quarter, and commands fine views of the river, Battersea-park, and the Kent and Surrey hills. The present rack rental is about £2,165 per annum, based on the present realized rents, and very moderate estimates for the portions in hand; the security is therefore exceedingly good and a very desirable one for trustees and others requiring a high-class investment.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER will SELL, at the MART, on TUESDAY, MARCH 13, at TWO, the above very valuable and abundantly secured FREEHOLD GROUND-RENTS.

Particulars of Messrs. Pownall & Co., Solicitors, 9, Staple-inn; of Messrs. Charles & Tubbs, Estate Agents, 1, Gresham-street; and of the Auctioneers, 80, Cheapside.

SALE DAYS FOR THE YEAR 1894.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. beg to announce that the following days have been fixed for their SALES during the year 1894, to be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, E.C.:—

Thurs., March 1	Thurs., June 14	Thurs., Sept. 27
Thurs., March 8	Wed., June 20	Thurs., Oct. 11
Wed., March 28	Thurs., June 28	Thurs., Oct. 25
Thurs., April 12	Thurs., July 12	Thurs., Nov. 1
Thurs., April 26	Thurs., July 19	Thurs., Nov. 15
Thurs., May 3	Thurs., Aug. 2	Thurs., Nov. 29
Thurs., May 10	Wed., Aug. 15	Tues., Dec. 4
Wed., May 30	Thurs., Aug. 30	Thurs., Dec. 13
Thurs., June 7	Thurs., Sept. 13	

Other appointments for immediate Sales will also be arranged.

Messrs. Farebrother, Ellis, Clark, & Co. publish in the advertisement columns of "The Times" every Saturday a complete list of their forthcoming sales by auction. They also issue from time to time schedules of properties to be let or sold, comprising landed and residential estates, farms, freehold and leasehold houses, City offices and warehouses, ground-rents, and investments generally, which will be forwarded free of charge on application.—No. 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

STRAND.

Preliminary Announcement.—By order of Trustees.—Valuable Leasehold Investments, producing £1,065 7*s*. 6*d*. per annum, secured upon the important business premises and a fully-licensed public-house, known as the Savoy Palace Tavern, Savoy-street, one door from the Strand, and Nos. 1, 3, and 7, Wellington-street, let to first-class tenants on repairing leases at low rents, with prospect of increasing same at the expiration of the leases. Held for terms having 24 years unexpired, at total ground-rents amounting to £144 16*s*. per annum. In lots suitable for trustees, capitalists, and others.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. will SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, MAY 30th, at TWO o'clock precisely, in Four Lots, the above desirable LEASEHOLD PROPERTIES.

May be viewed by permission of the tenants, and particulars with conditions of sale obtained of Messrs. Eversheld & Shapland, Solicitors, Brighton; of Messrs. Bowlings, Foyer, & Hordern, Solicitors, 26, Essex-street, Strand, W.C.; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.